

CASE NO. 14-5297
IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

VALERIA TANCO and SOPHY JESTY;
IJPE DEKOE and THOMAS KOSTURA;
JOHNO ESPEJO and MATTHEW MANSELL,
Plaintiffs-Appellees,

v.

WILLIAM EDWARD “BILL” HASLAM, as Governor of the
State of Tennessee, in his official capacity;
LARRY MARTIN, as Commissioner of the Department of Finance and
Administration, in his official capacity;
ROBERT COOPER, as Attorney General & Reporter of the
State of Tennessee, in his official capacity,
Defendants-Appellants,

PLAINTIFFS-APPELLEES’ RESPONSE IN OPPOSITION TO MOTION
OF DEFENDANTS-APPELLANTS FOR STAY PENDING APPEAL

Abby R. Rubenfeld (arubenfeld@rubenfeldlaw.com)
RUBENFELD LAW OFFICE, PC
2409 Hillsboro Road, Suite 200
Nashville, Tennessee 37212
Tel.: 615-386-9077; Fax: 615-386-3897

Maureen T. Holland (mtholland@aol.com)
HOLLAND AND ASSOCIATES, PLLC
1429 Madison Avenue
Memphis, Tennessee 38104-6314
Tel.: 901-278-8120; Fax: 901-278-8125
mtholland@aol.com

Regina M. Lambert (lambertregina@yahoo.com)
REGINA M. LAMBERT, ESQ.
7010 Stone Mill Drive
Knoxville, Tennessee 37919
Tel.: 865-679-3483; Fax: 865-558-8166

Shannon P. Minter (sminter@nclrights.org)
Christopher F. Stoll (cstoll@nclrights.org)
David C. Codell (dcodell@nclrights.org)
Amy Whelan (awhelan@nclrights.org)
Asaf Orr (aorr@nclrights.org)
NATIONAL CENTER FOR LESBIAN RIGHTS
870 Market Street, Suite 370
San Francisco, California 94102
Tel.: 415-392-6257; Fax: 415-392-8442

William L. Harbison (bharbison@sherrardroe.com)
Phillip F. Cramer (pcramer@sherrardroe.com)
J. Scott Hickman (shickman@sherrardroe.com)
John L. Farringer (jfarringer@sherrardroe.com)
SHERRARD & ROE, PLC
150 3rd Avenue South, Suite 1100
Nashville, Tennessee 37201
Tel. 615-742-4200; Fax: 615-742-4539

Attorneys for Plaintiffs-Appellee

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INTRODUCTION

Plaintiffs-Appellees Valeria Tanco and Sophy Jesty, Ijpe Dekoe and Thomas Kostura, Johno Espejo and Matthew Mansell (“Plaintiffs”) respectfully file this Response in Opposition to the Motion of Defendants-Appellants for Stay Pending Appeal (“Motion”).

As the District Court observed, every federal court that has ruled on challenges to state laws barring same-sex couples from marriage in light of the Supreme Court’s decision in *United States v. Windsor*, 133 S. Ct. 2675 (2013), has found such laws unconstitutional. In most of those cases, the rulings have been stayed, based in part on the Supreme Court’s issuance of a stay in *Kitchen v. Herbert*, 961 F. Supp. 2d 1181, 1216 (D. Utah 2013), *stay granted sub nom. Herbert v. Kitchen*, 134 S. Ct. 893 (2014). However, in *Kitchen* and in every other case in which such orders have been stayed, the district court rulings required states to issue marriage licenses to *all otherwise-qualified same-sex couples* in a state or to recognize *all out-of-state married same-sex couples’ marriages* within a state.¹ Here, by contrast, the District Court did not enter such all-encompassing relief. Instead, the preliminary injunction in this case requires only that the State

¹ See *Bishop v. U.S. ex rel. Holder*, 962 F. Supp. 2d 1252, 1296 (N.D. Okla. 2014); *Bostic v. Rainey*, No. 2:13cv395, 2014 WL 561978, at *23 (E.D. Va. Feb. 13, 2014); *De Leon v. Perry*, No. SA-13-CA-00982-OLG, 2014 WL 715741, at *28 (W.D. Tex. Feb. 26, 2014); *Bourke v. Beshear*, No. 3:13-CV-750-H, 2014 WL 556729, at *14 (W.D. Ky. Mar. 19, 2014) (staying execution of final order pending appeal).

of Tennessee recognize the existing marriages of *the three Plaintiff couples* while this litigation proceeds.

The limited scope of the preliminary injunction at issue here differentiates this case from *DeBoer v. Snyder*, Case No. 14-1341, in which this Court recently granted a stay of the trial court's permanent injunction pending appeal, finding that "[t]here [was] no apparent basis to distinguish [that] case or to balance the equities any differently than the Supreme Court did in *Kitchen*." *DeBoer v. Snyder*, No. 14-1341, slip op. at 3 (6th Cir. Mar. 25, 2014). Here, however, there are numerous critical ways in which this case differs from *Kitchen* and other recent cases in which courts have stayed orders finding state marriage laws unconstitutional.

Unlike the final order in *DeBoer*, the District Court's preliminary injunction does not require Tennessee to issue marriage licenses to same-sex couples or to extend legal recognition to any marriages other than those of the three Plaintiff couples. Because of the limited nature of this preliminary relief, the balance of harms between Plaintiffs and Defendants weighs decisively against a stay in this case, as the District Court concluded. Defendants have not shown that they will suffer any harm whatsoever if the District Court's limited injunction is allowed to continue in force—much less *irreparable* harm to the State of Tennessee that "decidedly outweighs" the harm to Plaintiffs that would arise if a stay is granted, as

required by established law. *Baker v. Adams County/Ohio Valley School Board*, 310 F.3d 927, 928 (6th Cir. 2002).

Tennessee's recognition of these three Plaintiff couples' marriages would not create the kind of "momentous changes" that led the district court in *Bourke v. Beshear* to stay its final order. *Bourke*, 2014 WL 556729, at *14. To the contrary, the interim relief ordered in this case is more closely analogous to the order in *Obergefell v. Wymyslo*, 962 F.Supp.2d 968, 1000 (S.D. Ohio 2013), now on appeal before this Court, in which the district court enjoined enforcement of Ohio's prohibition on the recognition of same-sex couples' marriages only with respect to the plaintiffs in that case. No stay of that limited order was requested or entered.

Here, given the limited nature of the preliminary relief ordered by the District Court, Defendants cannot make the extraordinary showing of irreparable harm required to justify a stay pending appeal, and their Motion should be denied.

I. LEGAL STANDARDS

The standard for granting a stay pending appeal is well established:

The court balances the traditional factors governing injunctive relief in ruling on motions to stay pending appeal. Thus, we consider (1) whether the defendant has a strong or substantial likelihood of success on the merits; (2) whether the defendant will suffer irreparable harm if the district court proceedings are not stayed; (3) whether staying the district court proceedings will substantially injure other interested parties; and (4) where the public interest lies.

Baker, 310 F.3d at 928; *see also Family Trust Found. of Ky., Inc. v. Kentucky Judicial Conduct Comm'n*, 388 F.3d 224, 227 (6th Cir. 2004). Further, “the likelihood of success on the merits that needs to be demonstrated is inversely proportional to the amount of irreparable harm that will be suffered if a stay does not issue.” *Baker*, 310 F.3d at 928. “[I]n order to justify a stay of the district court’s ruling, the defendant must demonstrate at least serious questions going to the merits and irreparable harm that *decidedly outweighs* the harm that will be inflicted on others if a stay is granted.” *Id.* (emphasis added). Defendants cannot satisfy this burden, as the District Court correctly concluded.

II. DEFENDANTS HAVE NOT SHOWN A “STRONG OR SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS.”

Defendants have failed to demonstrate “that there is a likelihood of reversal” of the District Court’s decision granting Plaintiffs’ motion for a preliminary injunction. *Michigan Coal. of Radioactive Material Users, Inc. v. Griepentrog*, 945 F.2d 150, 153 (6th Cir. 1991). The District Court correctly concluded that, in light of *Windsor*, Plaintiffs are likely to prevail on their claims that the State of Tennessee must afford equal treatment and respect to the marriages of same-sex couples validly entered into in other states before those couples moved to Tennessee. Indeed, since the decision in *Windsor* last summer, eight other federal district courts have considered whether various states’ exclusion of same-sex couples from marriage, or their refusal to recognize existing marriages from other

states, violates due process or equal protection, and *all* of them have concluded that the challenged state laws are unconstitutional.²

In *Windsor*, the Supreme Court held that the marriages of same-sex couples validly entered into under the laws of a state share “equal dignity” with other couples’ marriages and that married same-sex couples have a protected liberty interest in their marriages. 133 S. Ct. at 2693. In holding that Section 3 of the federal Defense of Marriage Act (“DOMA”) violated “basic due process and equal protection principles,” the Court explained that Section 3 “interfere[d] with the equal dignity” of the marriages of same-sex couples by treating those marriages as if they did not exist for purposes of federal law. *Id.*

Tennessee’s refusal to respect Plaintiffs’ marriages deprives them of due process and equal protection for the same reasons that the Supreme Court concluded in *Windsor* that the federal government’s categorical refusal to respect the valid marriages of same-sex couples infringed those constitutional guarantees. Like DOMA, Tennessee’s Anti-Recognition Laws unjustifiably intrude upon married same-sex couples’ constitutionally protected liberty interest in their existing marriages and effect “a deprivation of the liberty of the person” protected

² See *Kitchen*, 961 F. Supp. 2d at 1216; *Obergefell*, 962 F. Supp. 2d at 1000; *Bishop*, 962 F. Supp. 2d at 1296; *Bostic*, 2014 WL 561978, at *23; *Bourke*, 2014 WL 556729, at *8; *Lee v. Orr*, No. 13-CV-8719, 2014 WL 683680, at *2 (N.D. Ill. Feb. 21, 2014); *De Leon* 2014 WL 715741, at *28; *DeBoer v. Snyder*, No. 12-CV-10285, 2014 WL 1100794, at *17 (E.D. Mich. Mar. 21, 2014).

by due process. *Id.* at 2695. Also as with DOMA, Tennessee has deprived Plaintiffs of equal protection by discriminating against the class of legally married same-sex couples, not to achieve any important or even legitimate government interest, but simply to subject a disfavored class to unequal treatment. *See id.* at 2695-96. The Anti-Recognition Laws’ “principal effect is to identify a subset of state-sanctioned marriages and make them unequal.” *Id.* at 2694.

Defendants argue that the principles articulated in *Windsor* are limited to the federal government’s refusal to recognize same-sex couples’ marriages and do not apply to a withholding of recognition by states. Motion at 4-5. Nothing in *Windsor* or any other Supreme Court case supports Defendants’ argument that a different standard applies to a state’s deprivation of a liberty interest protected by due process and equal protection than applies to the federal government’s deprivation of those same constitutionally protected liberties. To the contrary, the Fourteenth Amendment protects against infringement of constitutionally protected liberties by state and local governments just as the Fifth Amendment protects against such infringement by the federal government.

A. Tennessee’s Anti-Recognition Laws Are An Unusual Deviation From The State’s Longstanding Tradition And Practice Of Recognizing Valid Marriages From Other States And Thus Warrant Careful Consideration Of Their Purpose And Effect.

In *Windsor*, the Supreme Court noted that “[d]iscriminations of an unusual character” especially require careful consideration,” 133 S.Ct. at 2693 (quoting

Romer v. Evans, 517 U.S. 620, 633 (1996)) (alteration in original), and the Court’s conclusion that DOMA had the constitutionally impermissible purpose and effect of “impos[ing] inequality” on married same-sex couples, *id.* at 2694, was based in part on the Court’s observation that DOMA represented an “unusual deviation” from the federal government’s usual practice of respecting any marriage lawfully entered into under state law. *Id.* at 2693. Like DOMA, Tennessee’s Anti-Recognition Laws warrant “careful consideration” because they represent a stark departure from the state’s practice of recognizing valid marriages from other states even if such marriages could not have been entered into within Tennessee.

Tennessee has long applied the rule that “a marriage valid where celebrated is valid everywhere.” *Farnham v. Farnham*, 323 S.W.3d 129, 134 (Tenn. Ct. App. 2009) (quoting *Pennegar v. State*, 10 S.W. 305, 306 (Tenn. 1889)). This rule—known as the “place of celebration rule”—is recognized in every state and is a defining element of our federal system and of American family law. *See, e.g.* Joanna L. Grossman, *Resurrecting Comity: Revisiting the Problem of Non-Uniform Marriage Laws*, 84 Or. L. Rev. 433, 461 (2005) (historically, “[a]ll jurisdictions followed some version of *lex loci contractus* in evaluating the validity of a marriage”).

Applying the place of celebration rule, Tennessee courts have held that marriages validly entered into in other states ordinarily will be honored even if the

couple could not have obtained a marriage license in Tennessee.³ The Anti-Recognition Laws represent a highly unusual departure from the general rule followed throughout the country and from Tennessee's own past treatment of out-of-state marriages. The Anti-Recognition Laws were enacted in 1996 (the same year as DOMA) and in 2006 as part of a national wave of statutes and state constitutional amendments aimed at preventing same-sex couples from marrying. Never before had Tennessee enacted a statutory and constitutional exception to the place of celebration rule applicable to an entire class of couples, and only to that class.⁴ Accordingly, the Anti-Recognition Laws should be subject to the same "careful consideration" of purpose and effect to which the Supreme Court subjected Section 3 of DOMA, *Windsor*, 133 S. Ct. at 2693, and the Anti-Recognition Laws cannot survive such scrutiny.

B. Under The Reasoning In *Windsor*, The Anti-Recognition Laws Deprive Married Same-Sex Couples Of Due Process And Equal Protection.

Windsor held that the federal government's refusal to recognize the legal marriages of same-sex couples violated due process because it burdened "many

³ See, e.g., *Shelby County v. Williams*, 510 S.W.2d 73, 74 (Tenn. 1974) (common-law marriage); *Keith v. Pack*, 187 S.W.2d 618, 619 (Tenn. 1945) (spouses who satisfied minimum age requirements in another state).

⁴ Although Tennessee never enacted a statute or constitutional provision barring recognition of interracial marriages from other states, the Tennessee Supreme Court precluded recognition of interracial marriages by upholding the prosecution of a white man for cohabiting with his African-American wife despite their valid Mississippi marriage. *State v. Bell*, 66 Tenn. 9, 10 (1872).

aspects of married and family life, from the mundane to the profound,” 133 S. Ct. at 2694, and because the “avowed purpose and practical effect” of DOMA were to treat those couples unequally, rather than to further a legitimate purpose. *Id.* at 2693. Tennessee’s Anti-Recognition Laws deprive Plaintiffs of due process for the same reasons.

Tennessee’s Anti-Recognition Laws also violate the Equal Protection Clause by discriminating against the class of legally married same-sex couples—the same class at issue in *Windsor*. *See id.* at 2695 (“The class to which DOMA directs its restrictions and restraints are those persons who are joined in same-sex marriages . . .”). As in *Windsor*, this classification violates equal protection principles in the most basic way—by singling out a disfavored group for adverse treatment, not to further any legitimate goal, but to impose inequality.

Windsor’s holding that Section 3 of DOMA violated due process and equal protection was also based on the Supreme Court’s recognition that DOMA imposed serious harms on same-sex couples and their children, placing them in “an unstable position of being in a second-tier marriage.” *Windsor*, 133 S. Ct. at 2694. Tennessee’s Anti-Recognition Laws harm Plaintiffs’ families in the same ways. Like DOMA, the Anti-Recognition Laws “instruct[] all [state] officials, and indeed all persons with whom same-sex couples interact, including their own children, that their marriage is less worthy than the marriages of others.” *Id.* at 2696.

Just as the “avowed purpose and practical effect” of Section 3 of DOMA were to exclude married same-sex couples from all protections and duties otherwise applicable to married couples under federal law, so the purpose and effect of Tennessee’s Anti-Recognition Laws are to deny married same-sex couples all the protections and duties that otherwise would flow from Tennessee’s recognition of the marriages of couples who marry in other states. Like DOMA, Tennessee’s Anti-Recognition Laws were enacted “to ensure that if any State decides to recognize same-sex marriages, those unions will be treated as second-class marriages.” *Windsor*, 133 S. Ct. at 2693-94. As another district court in this Circuit recently concluded, “Justice Kennedy’s analysis [in *Windsor*] would seem to command that a law refusing to recognize valid out-of-state same-sex marriages has only one effect: to impose inequality.” *Bourke*, 2014 WL 556729, at *7.

C. Tennessee’s Anti-Recognition Laws Also Impermissibly Discriminate Based On Sexual Orientation And Sex And Impermissibly Interfere With Plaintiffs’ Fundamental Right To Marry And Right To Travel.

In the District Court, Plaintiffs argued that Tennessee’s Anti-Recognition Laws were unconstitutional for several additional reasons, including (1) that those laws discriminate on the basis of sexual orientation and gender and thus warrant, and cannot survive, heightened scrutiny under the Equal Protection Clause, and (2) that they improperly interfere with and burden Plaintiffs’ previous decisions to exercise their fundamental right to marry under the Due Process Clause.

Numerous decisions both before and after *Windsor* have concluded that laws excluding same-sex couples from marriage, or denying recognition to the existing marriages of same-sex couples, are unconstitutional for these additional reasons.⁵

Plaintiffs also argued in the District Court that the Anti-Recognition Laws impermissibly interfere with Plaintiffs' constitutionally protected right to interstate travel. Few penalties could burden a person's right to travel more than a state-decreed nullification of a person's marital status. Because Tennessee law severely penalizes Plaintiffs for exercising their right to travel and resettle in a new state, and because the penalty affects critically important rights, the state must justify the law with "a compelling state interest." *Memorial Hosp. v. Maricopa Cnty.*, 415 U.S. 250, 258 (1974). As explained below, Tennessee cannot offer any compelling interest to justify its refusal to recognize Plaintiffs' validly celebrated marriages.

D. Tennessee's Refusal To Recognize The Marriages Of Same-Sex Couples Cannot Survive Any Level Of Constitutional Scrutiny.

The District Court granted a preliminary injunction based on the many federal court decisions since *Windsor* that "have found that same-sex marriage bans and/or anti-recognition laws are unconstitutional because they violate the Equal Protection Clause and/or the Due Process Clause, even under 'rational basis'

⁵ See, e.g., *Perry v. Schwarzenegger*, 704 F. Supp. 2d 921, 995 (N.D. Cal. 2010); *Varnum v. Brien*, 763 N.W.2d 862, 890 (Iowa 2009); *Kerrigan v. Comm'r of Pub. Health*, 957 A.2d 407, 435 (Conn. 2008); *In re Marriage Cases*, 183 P.3d 384, 429 (Cal. 2008); *Goodridge v. Dep't of Pub. Health*, 798 N.E.2d 941, 968 (Mass. 2003); and cases cited in footnote 2, *supra*.

review, which is the least demanding form of constitutional review.” *Tanco v. Haslam*, No. 3:13-CV-01159, 2014 WL 997525, at *5 (M.D. Tenn. Mar. 14, 2014). Defendants have not met their burden of showing a strong likelihood that this Court will reach a different conclusion.

The sole governmental interest Defendants have identified is one related to procreation and child-rearing, which they variously describe as an interest in “ensur[ing] that procreation would occur only within the confines of a stable family unit,” “securing the maintenance and education of children,” or “promoting family continuity and stability.” Motion at 5-6. However Defendants may describe these interests, there is no rational connection between the advancement of any of these objectives and the *exclusion of same-sex couples* from the benefits and obligations of civil marriage. Tennessee’s Anti-Recognition Laws do not affect the rights, obligations, benefits, or duties of opposite-sex married couples, nor do they affect opposite-sex couples’ incentives to raise their biological (or non-biological) children within a marital relationship in any rationally conceivable way, as numerous courts have recognized.⁶ Similarly, the exclusion of same-sex

⁶ See, e.g., *Massachusetts v. United States Dep’t of Health & Human Servs.*, 682 F.3d 1, 14-15 (1st Cir. 2012) (“DOMA does not increase benefits to opposite-sex couples—whose marriages may in any event be childless, unstable or both—or explain how denying benefits to same-sex couples will reinforce heterosexual marriage. . . . This is not merely a matter of poor fit of remedy to perceived problem, but a lack of any demonstrated connection between DOMA’s treatment of same-sex couples and its asserted goal of strengthening the bonds and benefits

couples from marriage does not rationally advance any other permissible aim of government. To the contrary, the Anti-Recognition Laws' sole effects are to "needlessly stigmatiz[e] and humiliat[e] children who are being raised by" same-sex parents and to deprive both those children and their parents of important legal protections. *Bostic*, 2014 WL 561978, at *18.

In sum, Defendants have failed to demonstrate that they are likely to succeed on the merits, much less have they made the strong showing of likely success that is required to justify a stay where, as here, Defendants also have not shown any irreparable harm to the state that "decidedly outweighs" the harm to Plaintiffs.

III. DEFENDANTS HAVE NOT ESTABLISHED THAT THEY WILL SUFFER IRREPARABLE HARM IN THE ABSENCE OF A STAY.

Defendants have not met their burden to show that they will suffer irreparable harm if a stay is not granted. It is insufficient for a defendant to assert, in conclusory fashion, as did the Defendants here, that it would suffer irreparable harm without a stay.

In order to substantiate a claim that irreparable injury is likely to occur, a movant must provide some evidence that the harm has occurred in the past and is likely to occur again. . . . [T]he movant must address each factor, regardless of its relative strength,

to society of heterosexual marriage."); *Windsor v. United States*, 699 F.3d 169, 188 (2d Cir. 2012) ("DOMA does not provide any incremental reason for opposite-sex couples to engage in 'responsible procreation.' Incentives for opposite-sex couples to marry and procreate (or not) were the same after DOMA was enacted as they were before.").

providing specific facts and affidavits supporting assertions that these factors exist.

Michigan Coal., 945 F.2d at 154 (emphasis added and citations omitted).

Defendants have not offered any evidence that they will suffer any harm, much less *irreparable* harm, if the District Court's limited injunction remains in effect while this appeal is pending. They do not identify any burden to the state or its agencies that would arise if the state is required to recognize the three Plaintiff couples' marriages during the pendency of this appeal. *Cf. Chabad of S. Ohio & Congregation Lubavitch v. City of Cincinnati*, 363 F.3d 427, 436 (6th Cir. 2004) (affirming district court order granting preliminary injunction where city did not identify "any particular irreparable harm that it faces"); *Obergefell*, 962 F. Supp. 2d at 997.⁷

Defendants argue that irreparable harm exists because the District Court's preliminary injunction "override[s] the results of Tennessee's valid democratic process." Motion at 9. But that is true of *any* case in which a court preliminarily enjoins a state law because the law is likely unconstitutional. Defendants' argument, taken to its conclusion, would mean that a preliminary injunction can *never* be granted in a constitutional challenge, and that any injunction in such a

⁷ Compare *Grutter v. Bollinger*, 247 F.3d 631, 633 (6th Cir. 2001) (granting stay pending appeal based on specific showing that compliance with district court injunction would irreparably harm state by impairing state university's ability to compete for highly qualified law school applicants).

case must *always* be stayed pending appeal. That manifestly is not the law. *See, e.g., Baker*, 310 F.3d at 931 (denying stay pending appeal in constitutional challenge); *United Food & Commercial Workers Union, Local 1099 v. Sw. Ohio Reg'l Transit Auth.*, 163 F.3d 341, 363-64 (6th Cir. 1998) (affirming grant of preliminary injunction in constitutional challenge).

Defendants also argue that “the District Court’s ruling sends the message to all similarly situated residents of Tennessee that they, too, can secure such injunctive relief.” Motion at 9. Again, this is equally true of *any* preliminary injunction that enjoins enforcement of a state statute. Moreover, it is based entirely on Defendants’ unsupported speculation about future events. Defendants offer no evidence that married same-sex couples have rushed to state administrative offices seeking to have their marriages recognized.⁸ Similarly, Defendants cite no authority supporting their claim that a state defendant’s fears of future litigation can constitute *irreparable* harm justifying a stay of a preliminary injunction.

⁸ Indeed, a temporary restraining order preventing enforcement of Ohio’s ban on recognition of out-of-state marriages with respect to the named plaintiffs in the *Obergefell* case was first put in place on July 22, 2013. *Obergefell v. Kasich*, No. 1:13-CV-501, 2013 WL 3814262, at *7 (S.D. Ohio July 22, 2013). That TRO remained in effect until the district court entered a permanent injunction on December 23, 2013, which has not been stayed pending appeal. *See Obergefell*, 962 F. Supp. 2d at 976. The existence of a limited injunction against Ohio’s ban on recognition of out-of-state marriages of same-sex couples for the past *eight months* has not led to a flood of litigation in Ohio.

IV. THE HARM PLAINTIFFS WILL SUFFER IF A STAY IS GRANTED FAR OUTWEIGHS ANY HARM TO DEFENDANTS FROM COMPLYING WITH THE PRELIMINARY INJUNCTION, AND THE PUBLIC INTEREST STRONGLY WEIGHS AGAINST A STAY.

The District Court correctly determined that the Plaintiffs will be irreparably harmed by a stay pending appeal. *Tanco v. Haslam*, No. 3:13-CV-01159, 2014 WL 1117069, at *5 (M.D. Tenn. Mar. 20, 2014). Defendants have submitted no evidence or persuasive argument to rebut that determination, including with respect to Plaintiffs Valeria Tanco and Sophy Jesty, who had a child just days ago. *See* Ex. G at ¶¶ 2-4; Ex. H at ¶¶ 2-4.⁹ Defendants do not dispute that absent the District Court's preliminary injunction, Dr. Jesty will not be recognized as the child's legal parent under Tennessee law. Defendants' erroneous suggestion that these Plaintiffs somehow could replicate the protections offered to opposite-sex married couples under Tennessee law upon the birth of a child—and that it is they who are creating harm to themselves (and to their child) if they are unable to do so, *see* Motion at 10-11—is itself testament to the many practical and dignitary injuries imposed on Plaintiffs by the Anti-Recognition Laws. Private documents such as “powers of attorney and advanced directives,” Motion at 10, cannot replicate the comprehensive protections given to married parents and their children, including

⁹ Pursuant to Federal Rule of Appellate Procedure 8(a)(2), Plaintiffs have attached sworn statements supporting facts that are relevant to Defendants' Motion to Stay, some of which are also part of the record in the District Court, to this Response as Exhibits A-H.

the certainty that both spouses have a legally protected relationship with the couple's child from the moment of birth.

A vast array of legal rights, benefits, and obligations are available only with a state-recognized parent-child relationship, including, among many others: the right to have both parents involved in medical decision-making, *see* Tenn. Code Ann. §§ 36-6-101, 36-6-103; the ability to obtain health insurance and other employment-related benefits from both parents, *see* Tenn. Code Ann. §§ 56-7-2301, 36-5-101; the right to child support from both parents, *see* Tenn. Code Ann. § 36-5-101; the requirement that the state must meet strict requirements before terminating the parent-child relationship of either parent, *see* Tenn. Code Ann. §§ 36-1-113, 37-1-147; the right to receive Social Security benefits as a surviving child from both parents, *see* 42 U.S.C. § 402; the right to worker's compensation benefits in the event of either parent's death, *see* Tenn. Code Ann. § 50-6-210; the right to intestate inheritance from both parents, *see* Tenn. Code Ann. § 31-2-104; the right to bring a wrongful death suit in the event of either parent's death, *see* Tenn. Code Ann. § 20-5-107; and numerous other statutory, common law, and constitutional protections that attach only to a legal parent-child relationship. Plaintiffs are substantially injured by any requirement that they employ separate (and often uncertain and inadequate) methods to replicate a fraction of these legal

protections rather than being treated the same as other married couples who have children.

Defendants also err in arguing that the harms caused to the Plaintiff couples are merely “reputational.” Motion at 11-12. As an initial matter, being deprived of the hundreds of protections given to legal spouses under Tennessee’s statutory, constitutional, and common law is an immediate, concrete, ongoing, and irreparable harm. The purpose of marriage is, in large part, to provide married couples with the security of having a legally protected, legally binding relationship that enables the spouses to join their lives together in a way that is respected by the state and third parties and that protects them not only in everyday life but in times of illness, crisis, injury, or death. Each of the Plaintiff couples willingly undertook all of the legal obligations and responsibilities of marriage and were living as legally married couples before moving to Tennessee. As the evidence establishes, and as the District Court properly found, Tennessee’s Anti-Recognition Laws deprive Plaintiffs of that security and expose them to grievous and irreparable harm. *See* Ex. H at ¶¶ 2-4; Ex. G at ¶¶ 2-4; Ex. A at ¶¶ 9-24; Ex. B ¶¶ 9-25; Ex. C ¶¶ 9-16; Ex. D at ¶¶ 9-15; Ex. E at ¶¶ 9-16; Ex. F at ¶¶ 9-16.

In addition to those concrete legal harms, the enforcement of Tennessee’s Anti-Recognition laws inflicts irreparable harm by demeaning the Plaintiffs and treating their relationships and families as legally inferior to the relationships and

families of opposite-sex married couples. The Supreme Court has expressly held that the stigma and humiliation inflicted by non-recognition of one's marriage are cognizable harms of constitutional dimension. *See Windsor*, 133 S. Ct. at 2695-96. Nothing in *Windsor* suggests that the injury inflicted by non-recognition of an existing, legal marriage would somehow be mitigated or lessened when inflicted by the state, rather than the federal government. If anything, because most of the rights and obligations of marriage derive from state rather than federal law, having one's lawful marriage disregarded by the state inflicts an even more demeaning, stigmatizing, and oppressive injury. *See Obergefell*, 962 F. Supp. 2d at 980-81.¹⁰ Those injuries concern not merely potential, incidental, or temporary harm to the professional reputation of a particular person, but the intentional imposition of a categorical, caste-like stigma upon an entire group of lawfully married couples and their children, with respect to one of our society's most central, highly esteemed, and deeply personal institutions. *See Windsor*, 133 S. Ct. at 2694.

¹⁰ Defendants' attempt to analogize the profound constitutional injury inflicted in this case to the "reputational" injury discussed in *Sampson v. Murray*, 415 U.S. 61 (1974), serves only to highlight the irrelevance of that case—and the absence of relevant authority supporting the state's position. *Sampson* held that possible hypothetical injuries to a probationary employee's reputation as a result of alleged procedural irregularities in the employee's discharge did not constitute the type of irreparable injury necessary to support a preliminary injunction. As this Court has explained, "[t]he Supreme Court has established standards for judging claims of irreparable harm in federal personnel cases which are more stringent than those applicable to other classes of cases." *Gilley v. United States*, 649 F.2d 449, 454 (6th Cir. 1981); *see also Howe v. City of Akron*, 723 F.3d 651, 662 (6th Cir. 2013).

In light of *Windsor*, there can be no serious dispute that the imposition of such a profound stigma constitutes an injury of constitutional dimension. And the loss of constitutional rights, “even [for] minimal periods of time, unquestionably constitute[s] irreparable injury.” *Elrod v. Burns*, 427 U.S. 347, 373 (1976). *See also Bonnell v. Lorenzo*, 241 F.3d 800, 809 (6th Cir. 2001) (“[W]hen reviewing a motion for preliminary injunction, if it is found that a constitutional right is being threatened or impaired, a finding of irreparable injury is mandated.”). The harm to Plaintiffs that will arise from entry of a stay therefore far outweighs any burden on Defendants that might arise from recognizing these three marriages while this appeal is pending. For similar reasons, the final factor—the public interest—also weighs heavily against a stay pending appeal. “It is always in the public interest to prevent the violation of a party’s constitutional rights.” *G&V Lounge, Inc. v. Mich. Liquor Control Comm’n*, 23 F.3d 1071, 1079 (6th Cir. 1994).

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court deny Defendants’ motion for a stay pending appeal.

DATED: April 4, 2014

Respectfully submitted,

/s/ Abby R. Rubenfeld
Abby R. Rubenfeld
RUBENFELD LAW OFFICE, PC

/s/ Shannon P. Minter
Shannon P. Minter
Christopher F. Stoll
David C. Codell
Amy Whelan
Asaf Orr

/s/ Maureen T. Holland
Maureen T. Holland

HOLLAND AND ASSOCIATES, PLLC

NATIONAL CENTER FOR LESBIAN RIGHTS

/s/ Regina M. LambertRegina M. Lambert
REGINA M. LAMBERT, ESQ./s/ William L. HarbisonWilliam L. Harbison
Phillip F. Cramer
J. Scott Hickman
John L. Farringer
SHERRARD & ROE, PLC**CERTIFICATE OF SERVICE**

I hereby certify that on April 4, 2014, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

Martha A. Campbell
Kevin G. Steiling
Tennessee Attorney General's Office
General Civil Division
Cordell Hull Building, Second Floor
P. O. Box 20207
Nashville, Tennessee 37214

Attorneys for Defendants

Notice of this filing will be sent via first class mail, postage prepaid, to the following parties:

Jonathan Scruggs
Alliance Defending Freedom
1511 N. 90th Street
Scottsdale, Arizona 85260

*Attorney for Amicus Curiae Family
Action Council of Tennessee*

/s/ Scott Hickman

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

VALERIA Tanco and SOPHY JESTY, et al.,)	
)	
Plaintiffs,)	
)	
v.)	
	)	Case No. 3:13-CV-01159
)	
WILLIAM EDWARD “BILL” HASLAM, as Governor of the State of Tennessee, in his official capacity, et al.,)	
	)	Hon. Aleta A. Trauger
)	
Defendants.)	

**DECLARATION OF VALERIA Tanco IN SUPPORT OF PLAINTIFFS’ MOTION
FOR PRELIMINARY INJUNCTION**

I, Valeria Tanco, declare under the penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in support of Plaintiffs’ Motion for Preliminary Injunction. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

2. I live in Knoxville, Knox County, Tennessee, where I am an Assistant Clinical Professor in Theriogenology, a field within veterinary medicine that specializes in animal reproduction and obstetrics, at the University of Tennessee College of Veterinary Medicine.

3. I first met my wife, Sophy Jesty (“Sophy”) by chance in an elevator in September 2009 while I was a clinical resident in theriogenology and Sophy was a fellow doing research in

cardiac regenerative medicine at the College of Veterinary Medicine at Cornell University in Ithaca, New York. We started dating and fell in love in 2010 and have been committed to one another ever since.

4. On September 9, 2011, Sophy and I legally married each other in the State of New York.

5. I decided to marry Sophy for several reasons. We are committed to loving and supporting one another, and I wanted to express my commitment to Sophy. Getting married also was an important way for Sophy and I to demonstrate to others our mutual commitment—to express to family, friends, and colleagues that Sophy and I regard each other to be the most important person in each of our lives and that we should be seen and treated as a family.

6. Another reason that Sophy and I married was because we wished to enter into a legally binding relationship with one another, to make a legally binding mutual commitment to stay together, to join our lives and resources together in a legal family unit, and to be treated by others as a legal family unit rather than as legally unrelated individuals.

7. Sophy and I also married because we wanted to have access to the many legal rights and responsibilities of marriage in order to protect us and our family, including at the most critical times in our lives. I am informed and understand that many of those legal rights and responsibilities are created by state law and are regularly and routinely afforded to opposite-sex married couples.

8. After I completed a residency in large and small animal reproductive medicine at Cornell and spent a year apart from Sophy while I pursued a Ph.D. in Canada, she and I decided to look for jobs that were geographically close to each other so that we could live together. Our

search was not easy because we both aspired to be university professors. It is not easy finding jobs as professors in the same location, particularly when we are both in the same field. When we set out to find jobs, we knew an already difficult path would be made far more difficult by the fact that our marriage would not be respected in every state. Fortunately, the University of Tennessee's College of Veterinary Medicine offered positions to both of us, which has allowed us to pursue our careers at a university with an excellent reputation while keeping our family together. I accepted a position as Assistant Clinical Professor in Small Animal Reproductive Medicine.

9. Since we relocated as a married couple to Tennessee to pursue our careers, we have been warmly welcomed by many Tennesseans, including our neighbors and colleagues. However, our new home state has treated our marriage as if it did not exist. I am informed and understand that although Tennessee extends state-law protections related to marriage to other married couples, including other couples who married out of state, Tennessee law prohibits the provision of those state-law protections to same-sex couples such as Sophy and me who were legally married in another jurisdiction and prohibits the state government from treating us and our family with the dignity and respect with which Tennessee law treats opposite-sex married couples. The state's refusal to acknowledge our marriage has affected our lives in many ways since our relocation to Tennessee.

10. The uncertainty that comes with living in a state that refuses to recognize our marriage is a palpable harm that Sophy and I live with every day. I am informed and understand that many of the protections that Tennessee law makes available to married couples include protections in times of crisis, emergency, or even death. Knowing that we lack such protections harms us on a daily basis because we are denied the security and peace of mind that having such marital protections provides to other families.

11. In hopes of reducing some of that uncertainty, Sophy and I need to take additional steps, such as executing powers of attorney, wills, and other probate documents, which will be costly and time consuming, in order to secure some minimal legal protections to counteract Tennessee's refusal to recognize our marriage. I am informed and understand that Tennessee does not require opposite-sex married couples to take these same steps to create the protections we seek. Furthermore, I am informed and understand that even these steps will merely provide some minimal legal protections; they will not provide the same protections afforded opposite-sex married couples.

12. In addition, Sophy and I come into contact with the state government both as state employees and as residents of Tennessee. Each time that we identify ourselves as a married couple to state officials or on official forms, we have to brace ourselves for the degrading experiences that frequently occur because the state refuses to recognize our marriage. These experiences are insulting to our dignity and the dignity of our family. Tennessee's refusal to recognize my valid marriage demeans me and my relationship with my spouse.

13. By treating our marriage as if it did not exist, the state also encourages private citizens to deny our marriage and exposes us to the risk of discrimination in our daily lives.

14. Every day Tennessee refuses to respect our marriage is a day that our family must suffer the indignity, stress, and stigma of not knowing whether or when our marriage will be recognized. Unlike opposite-sex couples who have the security of knowing that their marriage will be universally respected by the state and by private actors, Tennessee's constitutional and statutory denial of recognition to our marriage means that whatever recognition our marriage may receive is only by the forbearance and good graces of private actors.

15. I became pregnant through alternative insemination this past summer, and our first child is expected in spring 2014. My feelings of joy and excitement regarding the upcoming birth of our first child are combined with concern, because Tennessee law does not respect Sophy's rights and responsibilities as my wife and as our child's parent. I am informed and understand that, under Tennessee law, opposite-sex married couples who conceive a child using alternative insemination are able to take advantage of a legal presumption that both spouses are the parents of a child born during a marriage. Because Tennessee law does not respect our legal marriage, however, our child cannot benefit from that protection and Sophy will not be recognized as her legal parent.

16. Tennessee's failure to recognize Sophy as a parent to our child will also have a significant and detrimental effect on our child's legal rights upon her birth. I am informed and understand that our child will be denied virtually all of the state and federal protections that flow from a legally recognized parent-child relationship with Sophy, including the right to support and the right to Social Security benefits as a surviving child if Sophy should die.

17. I am concerned that Tennessee's refusal to recognize my marriage to Sophy will prevent her from making medical decisions on behalf of our baby should the need arise at the time of birth or shortly thereafter. Our current plan is for our child to be delivered at a local birthing center. However, in the event of a medical complication for either me or our child, I and/or our child will be moved to the University of Tennessee Medical Center ("UT Medical Center") for medical care. I am informed and understand that UT Medical Center is not required to recognize my marriage to Sophy. I am also concerned that UT Medical Center will regard Sophy as a legal stranger to me and our child and not permit her to see our child in the hospital if I am unable to give consent to her presence.

18. Currently, Sophy and I each have separate health insurance coverage from our employer. In preparation for the birth of our child, Sophy and I sought to consolidate our health insurance coverage into one family plan, with me on Sophy's health insurance. To that end, on September 12, 2013, Sophy sent an email to Robert Chance, the Director of Payroll at the University of Tennessee, Knoxville, whose office administers the health insurance plan for campus employees, attaching a letter, also dated September 12, 2013, seeking clarification from Mr. Chance as to whether, because of our marriage, we were permitted to enroll as a family under the University's health insurance plan during the plan's then-upcoming open enrollment period, which closed on November 1, 2013.

19. That same day, September 12, 2013, Sophy and I received an email response from Mr. Chance, informing us that we were not eligible to enroll in a family health insurance plan. The email states, in relevant part: "The University of Tennessee participates in the State of Tennessee's Group Health Insurance Plan. The State of Tennessee sets the eligibility rules and they are contained in the 2013 Eligibility and Enrollment Guide (http://www.tn.gov/finance/ins/pdf/20132_guide_st.pdf)." Mr. Chance's email provides a "direct quote" from the guide's section on "Dependent Eligibility," which states as follows on page 2 regarding the eligibility of a spouse as a dependent under the State of Tennessee's Group Health Insurance Plan: "Your spouse (legally married) – Article VI, section 18 of the Tennessee Constitution provides that a marriage from another state that does not constitute the marriage of one man and one woman is 'void and unenforceable in this state.'" Mr. Chance's email states: "based on this quote from the guide, you all will need to remain in your individual coverage."

20. Sophy and I decided to purchase our first home when we moved to Knoxville. When we initially bought our home, it was deeded to Sophy and me, in both of our names, as “tenants in common for life with the remainder to the survivor in fee.”

21. I am informed and understand that, under that form of title, Tennessee law considers Sophy and me to be two legal strangers who happen to own a house together. In the event that one of us dies, the other would inherit the other’s fifty percent of the house and would be taxed accordingly. I am informed and understand that, in contrast, Tennessee law permits opposite-sex married couples to hold title to property as tenants by the entirety, a form of ownership that allows both spouses to individually own the entire property. When one of the spouses dies, the other automatically becomes sole owner of the property and is not required to pay any estate taxes in connection with the property.

22. Seeking to obtain the significant benefits associated with tenancy by the entirety, Sophy and I, in September 2013, recorded a quitclaim deed to re-deed the house to ourselves as tenants by the entirety.

23. The Knox County Register of Deeds recorded the document. Because Tennessee law refuses to respect our marriage, Sophy and I do not have the security of knowing that this deed will be recognized as valid should one of us die. It is my understanding that until the validity of the deed is confirmed, our family remains exposed to the limitations of a joint tenancy, including, the possibility of a forced sale to collect on a debt or an inheritance tax bill in the event that one of us dies.

24. I also am concerned about how Tennessee’s refusal to recognize my marriage to Sophy will cause harm to the child we are expecting. Without that certainty and stability, Sophy

and I worry that our child will internalize the message being conveyed by Tennessee's refusal to recognize our marriage and begin to believe that, as our child, she is not entitled to the same dignity as everyone else. We also worry that the stigma created by state law will give our children the impression that our love and our family is somehow less stable due to our lack of protections. One reason that Sophy and I seek relief in this lawsuit is that we want to make sure that our child grows up knowing that our marriage and family are entitled to the same respect and equal dignity under law as other couples' marriages and families.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 15, 2013.

A handwritten signature in black ink, appearing to read 'Valeria Tanco', is written above a horizontal line.

Valeria Tanco

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

VALERIA TANCO and SOPHY JESTY, et al.,)	
)	
Plaintiffs,)	
)	
v.)	
	)	Case No. 3:13-CV-01159
)	
WILLIAM EDWARD “BILL” HASLAM, as)	
Governor of the State of Tennessee, in his	)	Hon. Aleta A. Trauger
official capacity, et al.,)	
)	
Defendants.)	

**DECLARATION OF SOPHY JESTY IN SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY INJUNCTION**

I, Sophy Jesty, declare under the penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in support of Plaintiffs’ Motion for Preliminary Injunction. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

2. I live in Knoxville, Knox County, Tennessee, where I am an Assistant Professor in Cardiology at the University of Tennessee College of Veterinary Medicine.

3. I first met my wife, Valeria Tanco (“Valeria”) by chance in an elevator in September 2009 while I was a fellow doing research in cardiac regenerative medicine and Valeria was a clinical resident in theriogenology at the College of Veterinary Medicine at Cornell

University in Ithaca, New York. We started dating and fell in love in 2010 and have been committed to one another ever since.

4. On September 9, 2011, Valeria and I legally married each other in the State of New York.

5. I decided to marry Valeria for several reasons. We are committed to loving and supporting one another, and I wanted to express my commitment to Valeria. Getting married also was an important way for Valeria and I to demonstrate to others our mutual commitment—to express to family, friends, and colleagues that Valeria and I regard each other to be the most important person in each of our lives and that we should be seen and treated as a family.

6. Another reason that Valeria and I married was because we wished to enter into a legally binding relationship with one another, to make a legally binding mutual commitment to stay together, to join our lives and resources together in a legal family unit, and to be treated by others as a legal family unit rather than as legally unrelated individuals.

7. Valeria and I also married because we wanted to have access to the many legal rights and responsibilities of marriage in order to protect us and our family, including at the most critical times in our lives. I am informed and understand that many of those legal rights and responsibilities are created by state law and are regularly and routinely afforded to opposite-sex married couples.

8. After I completed a post-graduate fellowship in cardiac regenerative medicine at Cornell, Valeria and I decided to look for jobs that were geographically close to each other so that we could live together. Our search was not easy because we both aspired to be university professors. It is not easy finding jobs as professors in the same location, particularly when we are

both in the same field. When we set out to find jobs, we knew an already difficult path would be made far more difficult by the fact that our marriage would not be respected in every state. Fortunately, the University of Tennessee's College of Veterinary Medicine offered positions to both of us, which has allowed us to pursue our careers at a university with an excellent reputation while keeping our family together. I accepted a position as Assistant Professor in the Department of Small Animal Clinical Sciences.

9. Since we relocated as a married couple to Tennessee to pursue our careers, we have been warmly welcomed by many Tennesseans, including our neighbors and colleagues. However, our new home state has treated our marriage as if it did not exist. I am informed and understand that although Tennessee extends state-law protections related to marriage to other married couples, including other couples who married out of state, Tennessee law prohibits the provision of those state-law protections to same-sex couples such as Valeria and me who were legally married in another jurisdiction and prohibits the state government from treating us and our family with the dignity and respect with which Tennessee law treats opposite-sex married couples. The state's refusal to acknowledge our marriage has affected our lives in many ways since our relocation to Tennessee.

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12. In addition, Valeria and I come into contact with the state government both as state employees and as residents of Tennessee. Each time that we identify ourselves as a married couple to state officials or on official forms, we have to brace ourselves for the degrading experiences that frequently occur because the state refuses to recognize our marriage. These experiences are insulting to our dignity and the dignity of our family. Tennessee's refusal to recognize my valid marriage demeans me and my relationship with my spouse.

13. By treating our marriage as if it did not exist, the state also encourages private citizens to deny our marriage and exposes us to the risk of discrimination in our daily lives.

14. Every day Tennessee refuses to respect our marriage is a day that our family must suffer the indignity, stress, and stigma of not knowing whether or when our marriage will be recognized. Unlike opposite-sex couples who have the security of knowing that their marriage will be universally respected by the state and by private actors, Tennessee's constitutional and statutory denial of recognition to our marriage means that whatever recognition our marriage may receive is only by the forbearance and good graces of private actors.

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18. Currently, Valeria and I each have separate health insurance coverage from our employer. In preparation for the birth of our child, Valeria and I sought to consolidate our health insurance coverage into one family plan, with Valeria on my health insurance. To that end, on September 12, 2013, I sent an email to Robert Chance, the Director of Payroll at the University of Tennessee, Knoxville, whose office administers the health insurance plan for campus employees, attaching a letter, also dated September 12, 2013, seeking clarification from Mr. Chance as to whether, because of our marriage, we were permitted to enroll as a family under the University's health insurance plan during the plan's then-upcoming open enrollment period, which closed on November 1, 2013. A true and correct copy of that email and letter is attached hereto as Exhibit A.

19. That same day, September 12, 2013, Valeria and I received an email response from Mr. Chance, informing us that we were not eligible to enroll in a family health insurance plan. The email states, in relevant part: "The University of Tennessee participates in the State of Tennessee's Group Health Insurance Plan. The State of Tennessee sets the eligibility rules and they are contained in the 2013 Eligibility and Enrollment Guide (http://www.tn.gov/finance/ins/pdf/20132_guide_st.pdf)." Mr. Chance's email provides a "direct quote" from the guide's section on "Dependent Eligibility," which states as follows on page 2 regarding the eligibility of a spouse as a dependent under the State of Tennessee's Group Health Insurance Plan: "Your spouse (legally married) – Article VI, section 18 of the Tennessee Constitution provides that a marriage from another state that does not constitute the marriage of one man and one woman is 'void and unenforceable in this state.'" Mr. Chance's email states: "based on this quote from the guide, you all will need to remain in your individual coverage." A true and correct copy of this email is attached hereto as Exhibit B.

20. A true and correct copy of the 2013 Eligibility and Enrollment Guide referenced in Mr. Chance's email is attached hereto as Exhibit C.

21. Valeria and I decided to purchase our first home when we moved to Knoxville. When we initially bought our home, it was deeded to Valeria and me, in both of our names, as "tenants in common for life with the remainder to the survivor in fee." A true and correct copy of that deed is attached hereto as Exhibit D.

22. I am informed and understand that, under that form of title, Tennessee law considers Valeria and me to be two legal strangers who happen to own a house together. In the event that one of us dies, the other would inherit the other's fifty percent of the house and would be taxed accordingly. I am informed and understand that, in contrast, Tennessee law permits opposite-sex married couples to hold title to property as tenants by the entirety, a form of ownership that allows both spouses to individually own the entire property. When one of the spouses dies, the other automatically becomes sole owner of the property and is not required to pay any estate taxes in connection with the property.

23. Seeking to obtain the significant benefits associated with tenancy by the entirety, Valeria and I, in September 2013, recorded a quitclaim deed to re-deed the house to ourselves as tenants by the entirety. A true and correct copy of that deed is attached hereto as Exhibit E.

24. The Knox County Register of Deeds recorded the document. Because Tennessee law refuses to respect our marriage, Valeria and I do not have the security of knowing that this deed will be recognized as valid should one of us die. It is my understanding that until the validity of the deed is confirmed, our family remains exposed to the limitations of a joint tenancy,

including, the possibility of a forced sale to collect on a debt or an inheritance tax bill in the event that one of us dies.

25. I also am concerned about how Tennessee's refusal to recognize my marriage to Valeria will cause harm to the child we are expecting. Without that certainty and stability, Valeria and I worry that our child will internalize the message being conveyed by Tennessee's refusal to recognize our marriage and begin to believe that, as our child, she is not entitled to the same dignity as everyone else. We also worry that the stigma created by state law will give our children the impression that our love and our family is somehow less stable due to our lack of protections. One reason that Valeria and I seek relief in this lawsuit is that we want to make sure that our child grows up knowing that our marriage and family are entitled to the same respect and equal dignity under law as other couples' marriages and families.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 15, 2013.



Sophy Jesty

Exhibit A

From: [Jesty, Sophy](#)
To: [Chance, Robert C](#)
Cc: [Tanco, Val](#)
Subject: Health insurance benefits for same-sex spouses
Date: Thursday, September 12, 2013 2:56:38 PM
Attachments: [2013 09 09 Ltr SJ VT re UT Health Plan.docx](#)

Dear Mr. Chance,

I am attaching a letter here requesting information concerning health care benefits from the University of Tennessee for same-sex spouses. I look forward to a response in time for us to plan for the open enrollment period coming up. I am also providing a hard copy of this request to the Payroll Office this afternoon.

Many thanks, Sophy

Sophy A. Jesty, DVM, DACVIM (Cardiology and Large Animal Internal Medicine)
Assistant Professor in Cardiology
University of Tennessee
Ph: 865 974 8387

September 12, 2013

Robert C. Chance
Payroll Office, Director
University of Tennessee
P115 Andy Holt Tower
Knoxville, TN 37996

RE: Health Insurance Benefits for Same-Sex Spouses

Dear Mr. Chance,

We write regarding the health insurance benefits offered by the University of Tennessee. We are both employees of the University. We are also a same-sex couple and were legally married in New York on September 9, 2011. Based on the “Frequently Asked Questions” (“FAQ”) posted on the Payroll Office’s website, http://insurance.tennessee.edu/q_and_a.pdf, we understand that the University of Tennessee permits married employees to combine their health insurance plans into one family plan. However, the FAQ does not indicate whether the University would consider married same-sex couples as spouses for purposes of this benefit. We would like to take advantage of that benefit.

With the open enrollment period fast approaching on October 1, 2013, we request a response to this inquiry no later than September 20, 2013.

Thank you in advance for your time and attention to this matter.

Sincerely,

Sophy A. Jesty, DVM, DACVIM
Assistant Professor
Department of Small Animal Clinical Sciences
College of Veterinary Medicine
2524 Jefferson Ave
Knoxville TN 37914
sjesty@utk.edu

Valeria M. Tanco, DVM, MSc, DACT
Clinical Assistant Professor
Small Animal Clinical Sciences
College of Veterinary Medicine
2524 Jefferson Ave
Knoxville TN 37914
vtanco@utk.edu

Exhibit B

From: [Chance, Robert C](#)
To: [Jesty, Sophy](#)
Cc: [Tanco, Val](#)
Subject: RE: Health insurance benefits for same-sex spouses
Date: Thursday, September 12, 2013 4:05:03 PM

Thank you for your email.

The University of Tennessee participates in the State of Tennessee's Group Health Insurance Plan. The State of Tennessee sets the eligibility rules and they are contained in the 2013 Eligibility and Enrollment Guide (http://www.tn.gov/finance/ins/pdf/2013_guide_st.pdf) . Below is a direct quote from the page 2 of the guide.

Dependent Eligibility

If you are enrolling dependents, you must provide proof of eligibility when you fill out your enrollment application. The following dependents are eligible for coverage:

Your spouse (legally married)—Article XI, Section 18 of the Tennessee Constitution provides that a marriage from another state that does not constitute the marriage of one man and one woman is “void and unenforceable in this state”

Based on this quote from the guide, you all will need to remain in your individual coverage.

Once again, thanks.

Rob

From: Jesty, Sophy
Sent: Thursday, September 12, 2013 2:57 PM
To: Chance, Robert C
Cc: Tanco, Val
Subject: Health insurance benefits for same-sex spouses

Dear Mr. Chance,

I am attaching a letter here requesting information concerning health care benefits from the University of Tennessee for same-sex spouses. I look forward to a response in time for us to plan for the open enrollment period coming up. I am also providing a hard copy of this request to the Payroll Office this afternoon.

Many thanks, Sophy

Sophy A. Jesty, DVM, DACVIM (Cardiology and Large Animal Internal Medicine)
Assistant Professor in Cardiology
University of Tennessee
Ph: 865 974 8387

Exhibit C



State Group
Insurance Program

2013 Eligibility and Enrollment Guide

State and Higher Education Employees

If you need help...

Contact your agency benefits coordinator. Your agency benefits coordinator has received special training in our insurance programs. If he or she cannot answer your question, you'll be directed to someone who can.

For additional information about a specific benefit or program, refer to the chart below.

	CONTACT	PHONE	WEBSITE
Plan Administrator	Benefits Administration	1.800.253.9981	www.tn.gov/finance/ins www.partnersforhealthtn.gov Email: benefits.administration@tn.gov
Health Insurance	BlueCross BlueShield of Tennessee Cigna	1.800.558.6213 1.800.997.1617	www.bcbst.com/members/tn_state www.cigna.com/stateoftn
Pharmacy Benefits	CVS Caremark	1.877.522.TNRX (1.877.522.8679)	www.caremark.com
Mental Health, Substance Abuse and Employee Assistance Program	Magellan	1.855.HERE.4.TN (1.855.437.3486)	www.Here4TN.com
Wellness and Nurse Advice Line	Healthways	1.888.741.3390	www.partnersforhealthtn.gov
Dental Insurance	Assurant Employee Benefits Delta Dental	1.800.443.2995 1.800.223.3104	www.assurantemployeebenefits.com/stoftn www.deltadentaltn.com/statetn
Vision Insurance	EyeMed Vision Care	1.855.779.5046	www.eyemedvisioncare.com/stoftn
Basic Term Life and Accidental Death Optional Accidental Death	Dearborn National	1.800.348.4512	n/a
Long-Term Care Insurance	MedAmerica	1.866.615.5824	www.ltc-tn.com
Edison	TN Department of Finance & Administration		https://www.edison.tn.gov
Flexible Benefits (state employees only)	TN Department of Treasury	1.615.741.3131	www.treasury.tn.gov/flex

Enrollment forms and handbooks...

All enrollment forms and handbooks referenced in this guide are located on our website at www.tn.gov/finance/ins or you can get a copy from your agency benefits coordinator.

Online resources...

Visit the ParTNers for Health website at www.partnersforhealthtn.gov. Our ParTNers for Health website has information about all the benefits described in this guide—plus definitions of insurance terms that may be unfamiliar and answers to common questions from members. The website is updated often with new information and frequently asked questions.

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TN Department of Finance and Administration,
Authorization No. 317374, November 2012.
This public document was promulgated at a cost of \$0.77 per copy.

INTRODUCTION

Overview

This guide is to help you understand your insurance options. Read the information in this guide and make sure you know the rules.

Benefits Administration within the Department of Finance and Administration manages the group insurance program. Three separate groups receive benefits. The State Plan includes employees of state government and higher education. The Local Education Plan is available to local K-12 school systems. The Local Government Plan is available to local government agencies that choose to participate.

If you are eligible, you may enroll in health coverage and dental coverage. State and Higher Education employees can also enroll in optional life and long-term care coverage.

There are other handbooks that explain the health, dental and life benefits. You may obtain a copy of those books from your agency benefits coordinator or from the Benefits Administration website.

For More Information

Your agency benefits coordinator is your primary contact. This person is usually located in your human resource office. He or she is available to answer benefit questions and can provide you with forms and insurance booklets.

Authority

The State Insurance Committee sets benefits and premiums. The Committee is authorized to (1) add, change or end any coverage offered through the state group insurance program, (2) change or discontinue benefits, (3) set premiums and (4) change the rules for eligibility at any time, for any reason.

State Insurance Committee

- Commissioner of Finance and Administration (Chairman)
- State Treasurer
- Comptroller of the Treasury
- Commissioner of Commerce and Insurance
- Commissioner of Human Resources
- Two members elected by popular vote of general state employees
- One higher education member selected under procedure established by the Tennessee Higher Education Commission
- One member from the Tennessee State Employees Association selected by its Board of Directors

ELIGIBILITY AND ENROLLMENT

Employee Eligibility

The following employees are eligible to enroll in coverage:

- Full-time employees regularly scheduled to work at least 30 hours per week
- Seasonal or part-time employees with 24 months of service and certified by their appointing authority to work at least 1,450 hours per fiscal year, (July–June)
- All other individuals cited in state statute as an exception by the State Insurance Committee

Employees NOT Eligible to Participate in the Plan

- Individuals performing services on a contract basis
- Individuals in positions that are temporary appointments
- Individuals who do not meet the eligibility rules

Dependent Eligibility

If you are enrolling dependents, you must provide proof of eligibility when you fill out your enrollment application. The following dependents are eligible for coverage:

- Your spouse (legally married) — Article XI, Section 18 of the Tennessee Constitution provides that a marriage from another state that does not constitute the marriage of one man and one woman is “void and unenforceable in this state”
- Natural or adopted children
- Stepchildren
- Children for whom you are the legal guardian
- Children for whom the plan has qualified medical child support orders

All dependents must be listed by name on the enrollment application. Proof of the dependent’s eligibility is also required. Refer to the dependent definitions and required documents chart included on the enrollment application for the types of proof you must provide. A dependent can only be covered once within the same plan, but can be covered under two separate plans (State, Local Education or Local Government). Dependent children are eligible for coverage through the last day of the month of their 26th birthday.

Children who are mentally or physically disabled and not able to earn a living may continue coverage beyond age 26 if they were disabled before their 26th birthday and they were already insured under the state group insurance program. The child must meet the requirements for dependent eligibility listed above. A request for extended coverage must be provided to Benefits Administration within 90 days before the dependent’s 26th birthday. The insurance carrier will decide if a dependent is eligible based on disability. Coverage will end and will not be restored once the child is no longer disabled.

A newly hired employee can choose coverage for his/her spouse as a dependent when that spouse is an eligible employee who declined coverage when first eligible. The employee spouse will always have dependent status unless he or she later qualifies under the special enrollment provisions.

Individuals Not Eligible for Coverage as a Dependent

- Ex-spouse (even if court ordered)
- Parents of the employee or spouse (with the exception of long-term care)
- Foster children
- Children over age 26 (unless they meet qualifications for incapacitation/disability)
- Live-in companions who are not legally married to the employee

Enrollment and Effective Date of Coverage

As a new employee, your eligibility date is your hire date. You must complete enrollment within 31 days after your hire date. Coverage starts on the first day of the month after your hire date.

State Plan employees in the 1,450 hour category must apply within one full calendar month after meeting the 24-month requirement.

If you are a part-time employee and gain full-time status, your coverage will start the first day of the month after gaining full-time status or you may choose the next month for coverage to start. You must complete one full calendar month of employment. Application must be made within one full calendar month after becoming eligible

You must be in a positive pay status on the day your coverage begins. If you do not enroll in health coverage by the end of your enrollment period, you will only be eligible if you have a qualifying event under the special enrollment provisions. Refer to the special enrollment provisions section of this guide for more information.

Positive Pay Status – Being paid even if you are not actually performing the normal duties of your job. This is related to any type of approved leave with pay.

A dependent's coverage starts on the same date as yours unless newly acquired. Newly acquired dependents will start coverage on the date they were acquired if you are in family coverage. You may also choose to have coverage start the first day of the following month. Coverage for an adopted child begins when the child has been adopted or has been placed for adoption.

An insurance card will be mailed to you three to four weeks after your application is processed. You may call the insurance carrier to ask for extra cards or print a temporary card from the carrier's website.

Choosing a Premium Level (Tier)

There are four premium levels for health, dental and vision coverage to choose from depending on the size of your family.

- Employee Only
- Employee + Child(ren)
- Employee + Spouse
- Employee + Spouse + Child(ren)

Family Coverage – Coverage other than Employee Only is considered family coverage.

If you enroll as a family in the second, third or fourth premium level, all of you must enroll in the same health, dental and vision options. However, if you are married to an employee who is also a member of the State, Local Education or Local Government Plan, you can each enroll in employee only coverage if you are not covering dependent children. If you have children, one of you can choose employee only and the other can choose employee + child(ren). Then you can each choose your own benefit option and carrier.

If you are in the State Plan and your spouse is also in the State Plan, you both may want to think about choosing "employee only" coverage. State Plan employees can get a higher level of life insurance coverage as the head of contract. Refer to the available benefits section of this guide for more information.

Premium Payment

For state and higher education employees, the state pays about 80 percent of the cost of your health insurance premium if you are in a positive pay status or on approved family medical leave. If you are approved for workers compensation and receiving lost-time pay, the state pays the entire health insurance premium. Insurance premiums are taken from the paycheck you get at the end of each month to pay for the next month's coverage. Optional coverages, such as dental, get no state support and you must pay the total premium.

The plan permits a 30-day deferral of premium. If the premium is not paid at the end of that deferral period, coverage will be canceled back to the date you last paid a premium. There is no provision for restoring your coverage.

Premiums are not prorated. You must pay the premium for the entire month in which the effective date occurs.

Pre-tax Premiums – State employee premiums for health, dental and vision are paid before income or social security tax is deducted. Pre-tax premiums reduce an employee's taxable income because they are taken out before taxes are withheld.

Adding New Dependents

An enrollment application must be completed within 60 days of the date a dependent is acquired. The "acquire date" is the date of birth, marriage, or, in case of adoption, when a child is adopted or placed for adoption. Premium changes start on the first day of the month in which the dependent was acquired or, the first of the next month, depending on the coverage start date.

An employee's child named under a qualified medical support order must be added within 40 days of the court order.

If adding dependents while on single coverage, you must request the correct family coverage tier for the month the dependent was acquired so claims are paid for that month. This change is retroactive and you must pay the premium for the entire month the dependent is insured.

To add a dependent more than 60 days after the acquire date, the following rules apply based on the type of coverage you currently have.

If you have single coverage

- The new dependent can only enroll if they have a qualifying event under the special enrollment provisions

If you have family coverage

- The new dependent can only enroll if they have a qualifying event under the special enrollment provisions, unless;
- The level of family coverage you had on the date the dependent was acquired was sufficient to include that dependent without requiring a premium increase. You must have maintained that same level of family coverage without a break. The dependent's coverage start date may go back to the acquire date in this case.

More information is provided under the special enrollment provisions section of this guide.

Updating Personal Information

State employees can update information, such as home address, in Edison or by contacting your agency human resource office. Higher education employees can contact your agency benefits coordinator to report address changes. Also, you may call the Benefits Administration service center to request an address change. You will be required to provide the last four digits of your social security number, Edison ID, date of birth, previous address and confirm authorization of the change before our office can update your information. **It is the member's responsibility to keep address and phone number current with your employer.**

Annual Enrollment Transfer Period / Open Enrollment

During the fall of each year, benefit information is mailed to you. Review this information carefully to make the best decisions for you and your family members. The enrollment transfer period gives you another chance to enroll in optional coverage products. These include dental, vision, optional term life and optional accidental death. You can also make changes to your existing coverage, like increasing or decreasing optional term insurance, transferring between health, dental and vision options and canceling coverage.

Most changes you request start the following January 1. However, optional term life coverage may start January 1, February 1 or March 1.

Benefit enrollments remain in effect for a full plan year (January 1 through December 31). You may not cancel coverage outside of the transfer period unless eligibility is lost or there is a qualifying change or event. For more information, see the section on canceling coverage in this guide.

Canceling Coverage

Outside of the annual enrollment transfer period, you can only cancel health, dental and/or vision coverage for yourself and/or your covered dependents, IF:

- You lose eligibility for the state group insurance program (e.g., changing from full-time to part-time)
- You experience a special qualifying event, family status change or other qualifying event as approved by Benefits Administration

You must notify your agency benefits coordinator of any event that causes you or your dependents to become ineligible for coverage. You must repay any claims paid in error. Refunds for any premium overpayments are limited to three months from the date notice is received.

When canceled for loss of eligibility, coverage ends the last day of the month eligibility is lost. For example, coverage for adopted children ends when the legal obligation ends. Insurance continued for a disabled dependent child ends when he/she is no longer disabled or at the end of the 31-day period after any requested proof is not given. For a divorce or legal separation, you cannot remove your spouse until a final decree is entered, unless your spouse or the court gives permission.

You may only cancel coverage for yourself and/or your dependents in the middle of the plan year if you become newly eligible for coverage under another plan. There are no exceptions. You have 60 days from the date that you and/or your dependents become newly eligible for coverage to turn in an application and proof to your agency benefits coordinator. The required proof is shown on the application. Approved reasons to cancel are:

- Marriage
- Adoption/placement for adoption
- New employment (self or dependents)
- Return from unpaid leave
- Entitlement to Medicare, Medicaid or TRICARE
- Birth
- Divorce or legal separation
- Court decree or order
- Open enrollment
- Change in place of residence or work out of the national service area (i.e., move out of the U.S.)
- Change from part-time to full-time employment (spouse or dependents)

Once your application and required proof are received, the coverage end date will be either:

- The last day of the month before the eligibility date of other coverage
- The last day of the month that the event occurred
- The last day of the month that documentation is submitted (to cancel prepaid dental)

Transferring Between Plans

Members eligible for coverage under more than one state-sponsored plan may transfer between the State, Local Education and Local Government Plans. You may apply for a transfer during the plan's designated enrollment transfer period with an effective date of January 1 of the following year. In no case may you transfer to another state-sponsored plan and remain on your current plan as the head of contract.

If You Don't Apply When First Eligible

If you do not enroll in health coverage when you are first eligible, you can only apply later through special enrollment due to certain life events. You should apply for health insurance when you are first employed. You may not be able to get coverage at a later date.

Special Enrollment Provisions

The Health Insurance Portability Accountability Act (HIPAA) is a federal law. It allows you to enroll in a group health plan due to certain life events. The state group insurance program will only consider special enrollment requests for health, dental and/or vision coverage.

If adding a newly acquired dependent for any of the reasons below, you may also add previously eligible dependents at the same time. Approved reasons are:

- A new dependent spouse is acquired through marriage
- A new dependent newborn is acquired through birth
- A new dependent is acquired through adoption or legal custody

You must make the request within 60 days of acquiring the new dependent. You must also submit proof, as listed on the enrollment application, to show:

- The date of the birth
- The date of placement for adoption
- The date of marriage

The above events are ONLY subject to special enrollment IF you want to add other previously eligible dependents at the same time as the new dependents. If you only want to add a newly acquired dependent, this is treated as a regular enrollment.

Options for coverage start dates due to the events above are:

- Day on which the event occurred if enrollment is due to birth, adoption or placement for adoption
- Day on which the event occurred or the first day of the next month if enrollment is due to marriage

Other events allow enrollment based on a loss of coverage under another plan:

- Death of a spouse or ex-spouse
- Divorce
- Legal separation
- Loss of eligibility (does not include loss due to failure to pay premiums or termination of coverage for cause)
- Termination of spouse or ex-spouse's employment
- Employer ends total premium support to the spouse's, ex-spouse's or dependent's insurance coverage (not partial)
- Spouse's or ex-spouse's work hours reduced
- Spouse maintaining coverage where lifetime maximum has been met
- Loss of TennCare (does not include loss due to non-payment of premiums)

Applications for the above events must be made within 60 days of the loss of the insurance coverage.

You must submit proof as listed on the enrollment application to show ALL of the following:

- A qualifying event has occurred
- You and/or your dependents were covered under another group health plan at the time of the event
- You and/or your dependents may not continue coverage under the other plan

If enrolling due to loss of coverage under another plan, options for coverage start dates are:

- The day after the loss of other coverage, or
- The first day of the month following loss of other coverage

Important Reminders

- If enrolling dependents who qualify under the special enrollment provisions, you may choose to change to another carrier or health option, if eligible
- If you or your dependents had COBRA continuation coverage under another plan and coverage has been exhausted, enrollment requirements will be waived if application is received within 60 days of the loss of coverage
- Loss of eligibility does not include a loss due to failure of the employee or dependent to pay premiums on a timely basis or termination of coverage for cause

CONTINUING COVERAGE DURING LEAVE OR AFTER TERMINATION OF EMPLOYMENT

Extended Periods of Leave

Family and Medical Leave Act (FMLA)

FMLA allows you to take up to 12 weeks of leave during a 12-month period for a serious illness, the birth or adoption of a child, or caring for a sick spouse, child or parent. If you are on approved family medical leave, you will continue to get state support of your health insurance premium. Initial approval for family and medical leave is up to each agency head. You must have completed a minimum of 12 months of employment and worked 1,250 hours in the 12 months immediately before the onset of leave. Cancellation due to failure to pay premiums does not apply to FMLA.

Leave Without Pay — Health Insurance Continued

If continuing coverage while on an approved leave of absence you must pay the total monthly health insurance premium once you have been without pay for one full calendar month. You will be billed at home each month for your share and the employer's share. The maximum period for a leave of absence is two continuous years. At the end of the two years, you must immediately report back to work for no less than one full calendar month before you can continue coverage during another leave of absence. If you do not immediately return to work at the end of two years of leave, coverage is canceled and COBRA eligibility will not apply.

Leave Without Pay — Insurance Suspended

You may suspend coverage while on leave if your premiums are paid current. All insurance programs are suspended, including any optional coverages, with the exception of the \$20,000 basic term life and the \$40,000 basic accidental death coverages provided at no cost to all eligible employees. You may reinstate coverage when you return to work. If canceled for nonpayment, coverage cannot be restored unless you have a qualifying event under the special enrollment provisions.

To Reinstate Coverage After You Return

You must submit an application to your agency benefits coordinator within 31 days of your return to work. You must enroll in the same health option you had before. If you do not enroll within 31 days of your return to work, you can only re-enroll if you have a qualifying event under the special enrollment provisions. The following rules apply:

If returning within six months

- No waiting period, coverage goes into effect the first of the next month after you return to work
- Preexisting condition does not apply

If returning after six months

- Must wait one full calendar month before coverage starts
- Must satisfy the twelve-month preexisting condition clause (waived if you provide a certificate of coverage letter showing other coverage while on leave without a 63-day lapse)

If you and your spouse are both insured with the state group insurance program, you can be covered by your spouse as a dependent during your leave of absence. Any deductibles or out-of-pocket expenses will be transferred to the new

contract. To transfer coverage, submit an enrollment application to suspend your coverage. Your spouse should submit an enrollment application to add you as a dependent. Benefits Administration must be contacted to assist with this change and to transfer deductibles and out-of-pocket expenses.

Reinstatement for Military Personnel Returning from Active Service

An employee who returns to work after active military duty may reinstate coverage on the earliest of the following:

- The first day of the month, which includes the date discharged from active duty
- The first of the month following the date of discharge from active duty
- The date returning to active payroll
- The first of the month following return to the employer's active payroll

If restored before returning to the employer's active payroll, you must pay 100 percent of the total premium. In all instances, you must pay the entire premium for the month.

Reinstatement of coverage is not automatic. Military personnel must re-apply within 90 days from the end of leave. No preexisting conditions or waiting period will apply.

Leave Due to a Work-Related Injury

If you have a work-related injury or illness, contact your benefits coordinator about how this will affect your insurance. You must keep insurance premiums current until you receive a notice of lost-time pay from the Division of Claims Administration. You will receive a refund for any health insurance payments you make once you receive notice.

If approved for lost-time pay, only the premium for health insurance is paid by your agency. You must pay the premium for any optional coverages on a monthly basis. You are responsible for 100 percent of the premium when lost-time pay ends if you do not have any paid leave.

All benefits paid on claims due to a work-related injury or illness will be recovered. This means that you are required to repay all claims paid related to a work-related injury.

Lost-time Pay – Payments received due to lost time (without pay) caused by an approved work-related injury. Lost time pay is approved by the Department of Treasury, Division of Claims.

Termination of Employment

Your insurance coverages end when your agency terminates your employment and the information is sent to Benefits Administration. A COBRA notice to continue health, dental and/or vision coverage will be mailed to you. Life insurance conversion notices will also be mailed if applicable. Make sure your correct address on file with your benefits coordinator and human resource office.

Continuing Coverage through COBRA

You may be able to continue health, dental and/or vision coverage under the Consolidated Omnibus Budget Reconciliation Act. This is a federal law known as COBRA. This law allows employees and dependents whose insurance would end to continue the same benefits for specific periods of time. Persons may continue health, dental or vision insurance if:

1. Coverage is lost due to a qualifying event (refer to the COBRA brochure on our website for a list of events)
2. You are not insured under another group health plan as an employee or dependent (waived if you or your dependents enroll in another group health plan that has a preexisting condition clause, and a condition exists that is not covered by the other plan). In this case, you must provide the following to Benefits Administration:

- A letter from the new employer or claims administrator explaining that plan's preexisting condition clause and how long it applies
- A letter from your doctor stating your preexisting condition

Benefits Administration will send a COBRA packet to you. It will be sent to the address on file within 7-10 days after your coverage ends. Make sure your correct home address is on file with your agency benefits coordinator. You have 60 days from the date coverage ends or the date of the COBRA notice, whichever is later, to return your application to Benefits Administration. Coverage will be restored immediately if premiums are sent with the application. If you do not receive a letter within 30 days after your insurance ends, you should contact Benefits Administration.

Continuing Coverage at Retirement

Members who meet the eligibility rules may continue health insurance at retirement for themselves and covered dependents until eligible for Medicare. For service retirement a minimum of ten years employment is required. To continue coverage as a retiree, you must submit an application within one full calendar month of the date active coverage ends. A member cannot have retiree coverage and keep active coverage as an employee in the same plan. Information on the eligibility requirements can be found in the guide to continuing insurance at retirement available on our website.

Coverage for Dependents in the Event of Your Death

If You Are an Active Employee

Your covered dependents will get six months of health coverage at no cost. After that, they may continue health coverage under COBRA for a maximum of 36 months as long as they remain eligible. If your spouse will be receiving your TCRS retirement benefit, he or she may be eligible to continue insurance as a retiree in lieu of COBRA. The surviving spouse should contact the agency benefits coordinator or Benefits Administration to confirm eligibility. Dental and vision insurance will terminate at the end of the month of the death of the employee. However, continuation of coverage through COBRA will be available. The dependents may be able to convert life insurance to a direct-pay basis.

If You Are a Covered Retiree

Your covered dependents will get up to six months of health coverage at no cost. Dependents may apply to continue to be covered as long as they continue to meet eligibility rules.

If You Die in the Line of Duty

Your covered dependents will get six months of health coverage at no cost. After that, they may continue health coverage only at an active employee rate until they become eligible for other insurance coverage or they no longer meet the dependent eligibility rules.

Line-of-duty – An employee on-the-job in a positive pay status; as determined by the State Division of Claims Administration in the Department of Treasury.

If You Are Covered Under COBRA

Your covered dependents will get up to six months of health coverage at no cost. After that, they may continue health coverage under COBRA if they remain eligible. Coverage may be continued under COBRA for a maximum of 36 months.

AVAILABLE BENEFITS

Health Insurance

You have a choice of two health insurance options:

- Partnership PPO
- Standard PPO

PPO stands for preferred provider organization. With a PPO, you can see any doctor you want. However, the PPO has a list of doctors, hospitals and other healthcare providers that you are encouraged to use. These providers make up a network. You can visit any doctor or facility in the network. These providers have agreed to take lower fees for their services. The cost is higher when using out-of-network providers.

The PPOs cover the same services, treatments and products, including the following:

- In-network preventive care, x-ray, lab and diagnostics at no cost
- Primary and specialist doctor office visits for a fixed copay without having to meet a deductible
- Prescription drugs for a fixed copay without having to meet a deductible
- Both have deductibles and coinsurance for certain services such as hospitalization, therapy, durable medical equipment, advanced imaging and ambulance
- Both have out-of-pocket maximums to limit your coinsurance costs and physician office visit copays

Partnership Promise

There is one important difference between the Partnership PPO and the Standard PPO. If you choose the Partnership PPO, you must agree to a Partnership Promise. The Partnership Promise requires you to take certain steps to get or stay as healthy as you can. In return, you will pay less than you would with the Standard PPO. In general, the Partnership Promise is a commitment to:

- Know your health history
- Know your health risks
- Take actions to get and stay as healthy as you can

The Partnership Promise is an annual commitment. In order to remain in the Partnership PPO, you must meet your commitment each year. When you sign the enrollment application or enroll through employee self service (ESS) you are agreeing to fulfill the Partnership Promise requirements each year you are enrolled in the Partnership PPO. You will not be required to sign a new promise each year. You and all eligible family members must enroll in the same PPO. If you choose the Partnership PPO, your dependent spouse must also agree to the Partnership Promise. Children are not required to take action.

By signing your enrollment form and agreeing to the Partnership Promise in 2013, you are making a specific commitment to do the following within 120 days of your coverage effective date:

- **Complete the on-line Well-Being Assessment**
- **Get a biometric screening from your healthcare provider (you can use screening results from a doctor's visit within the last 12 months)**

Note: to access the Well-Being Assessment and the physician screening form, visit partnersforhealthtn.gov and click on the partnership promise link for more information.

In return for committing to the Partnership Promise, you will have lower premiums, copays, coinsurance, deductibles and out-of-pocket maximums than under the Standard PPO. If you sign up for the Partnership PPO, but do not satisfy the Partnership Promise, you will only be eligible for the Standard PPO in the next plan year.

Preexisting Conditions

A preexisting condition is a condition for which you had treatment or advice during the 6-month period immediately prior to coverage with the state group insurance program.

Preexisting conditions do not apply to pregnancy, newborns or dependent children up to age 26. If you are enrolling as a new hire and have had health coverage without a 63-day lapse in coverage, the preexisting condition clause will be waived.

If you or your dependent spouse do not have prior health coverage, or if the prior coverage canceled for more than 63 days, you must meet the preexisting condition requirement. Treatments for conditions determined to be preexisting will not be covered until insurance has been in force for 12 months.

You or your dependent spouse must furnish a certificate of coverage letter (letter on former employer or insurance carrier letterhead) stating that you had prior coverage. The letter must include the names of the persons who were enrolled and the date the coverage ended. You must provide this letter to your benefits coordinator in order to be exempt from the preexisting condition rule. There cannot be a lapse of coverage longer than 63 days. If you do not have the letter when you enroll, you may provide it later and Benefits Administration will change the coverage to show that the preexisting conditions clause does not apply.

Monthly Premiums for State Plan Active Employees

	EAST AND MIDDLE TENNESSEE				WEST TENNESSEE			
	BCBST		CIGNA		BCBST		CIGNA	
	EMPLOYEE SHARE	EMPLOYER SHARE	EMPLOYEE SHARE	EMPLOYER SHARE	EMPLOYEE SHARE	EMPLOYER SHARE	EMPLOYEE SHARE	EMPLOYER SHARE
PARTNERSHIP PPO								
Employee Only	\$108.52	\$494.36	\$128.52	\$494.36	\$128.52	\$494.36	\$108.52	\$494.36
Employee + Child(ren)	\$162.78	\$741.55	\$202.78	\$741.55	\$202.78	\$741.55	\$162.78	\$741.55
Employee + Spouse	\$227.89	\$1,038.16	\$267.89	\$1,038.16	\$267.89	\$1,038.16	\$227.89	\$1,038.16
Employee + Spouse + Child(ren)	\$282.15	\$1,285.35	\$322.15	\$1,285.35	\$322.15	\$1,285.35	\$282.15	\$1,285.35
STANDARD PPO								
Employee Only	\$133.52	\$494.36	\$153.52	\$494.36	\$153.52	\$494.36	\$133.52	\$494.36
Employee + Child(ren)	\$187.78	\$741.55	\$227.78	\$741.55	\$227.78	\$741.55	\$187.78	\$741.55
Employee + Spouse	\$277.89	\$1,038.16	\$317.89	\$1,038.16	\$317.89	\$1,038.16	\$277.89	\$1,038.16
Employee + Spouse + Child(ren)	\$332.15	\$1,285.35	\$372.15	\$1,285.35	\$372.15	\$1,285.35	\$332.15	\$1,285.35

Services that Require Copays

Services in this table ARE NOT subject to a deductible and costs DO NOT APPLY to the annual out-of-pocket coinsurance maximum.

	PARTNERSHIP PPO		STANDARD PPO	
COVERED SERVICES	IN-NETWORK	OUT-OF-NETWORK ^[1]	IN-NETWORK	OUT-OF-NETWORK ^[1]
Preventive Care				
Office Visits • Well-baby, well-child visits as recommended by the Centers for Disease Control and Prevention (CDC) • Adult annual physical exam • Annual well-woman exam • Immunizations as recommended by CDC • Annual hearing and non-refractive vision screening • Screenings including colonoscopy, prostate, mammogram and colorectal, Pap smears, labs, bone density scans, nutritional guidance, tobacco cessation counseling and other services as recommended by the US Preventive Services Task Force	No charge	\$45 copay	No charge	\$50 copay
Outpatient Services				
Primary Care Office Visit * • Family practice, general practice, internal medicine, OB/GYN and pediatrics • Nurse practitioners, physician assistants and nurse midwives (licensed healthcare facility only) working under the supervision of a primary care provider • Including surgery in office setting and initial maternity visit	\$25 copay	\$45 copay	\$30 copay	\$50 copay
Specialist Office Visit * • Including surgery in office setting	\$45 copay	\$70 copay	\$50 copay	\$75 copay
Mental Health and Substance Abuse * ^[2]	\$25 copay	\$45 copay	\$30 copay	\$50 copay
X-Ray, Lab and Diagnostics • Including reading, interpretation and results (not including advanced x-rays, scans and imaging)	100% covered after office copay, if applicable	100% covered up to MAC after office copay, if applicable	100% covered after office copay, if applicable	100% covered up to MAC after office copay, if applicable
Allergy Injection	100% covered	100% covered up to MAC	100% covered	100% covered up to MAC
Allergy Injection with Office Visit *	\$25 copay primary; \$45 copay specialist	\$45 copay primary; \$70 copay specialist	\$30 copay primary; \$50 copay specialist	\$50 copay primary; \$75 copay specialist
Chiropractors	Visits 1-20: \$25 copay Visits 21 and up: \$45 copay	Visits 1-20: \$45 copay Visits 21 and up: \$70 copay	Visits 1-20: \$30 copay Visits 21 and up: \$50 copay	Visits 1-20: \$50 copay Visits 21 and up: \$75 copay
Pharmacy				
30-Day Supply	\$5 copay generic; \$35 copay preferred brand; \$85 copay non-preferred brand	Copay plus amount exceeding MAC	\$10 copay generic; \$45 copay preferred brand; \$95 copay non-preferred brand	Copay plus amount exceeding MAC
90-Day Supply (90-day network pharmacy or mail order)	\$10 copay generic; \$65 copay preferred brand; \$165 copay non-preferred brand	Copay plus amount exceeding MAC	\$20 copay generic; \$85 copay preferred brand; \$185 copay non-preferred brand	Copay plus amount exceeding MAC
90-Day Supply (certain maintenance medications from 90-day network pharmacy or mail order) ^[4]	\$5 copay generic; \$30 copay preferred brand; \$160 copay non-preferred	Copay plus amount exceeding MAC	\$10 copay generic; \$40 copay preferred brand; \$180 copay non-preferred	Copay plus amount exceeding MAC
Urgent Care				
Convenience Clinic or Urgent Care Facility	\$30 copay		\$35 copay	
Emergency Room				
Emergency Room Visit (waived if admitted) **	\$125 copay		\$145 copay	

* Out-of-Pocket Copay Maximum — per individual (applies to in-network office visits for primary care, specialist care and mental health and substance abuse treatment); \$900 Partnership PPO; \$1,100 Standard PPO

** Services subject to coinsurance may be extra

Services that Require Coinsurance — Deductibles and Out-of-Pocket Coinsurance Maximums

Services in this table ARE subject to a deductible and eligible expenses CAN BE APPLIED to the annual out-of-pocket coinsurance maximum.

COVERED SERVICES	PARTNERSHIP PPO		STANDARD PPO	
	IN-NETWORK	OUT-OF-NETWORK ^[1]	IN-NETWORK	OUT-OF-NETWORK ^[1]
Hospital/Facility Services • Inpatient care ^[3] • Outpatient surgery ^[3] • Inpatient mental health and substance abuse ^{[2] [3]}	10% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Maternity • Global billing for labor and delivery and routine services beyond the initial office visit	10% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Home Care ^[3] • Home health • Home infusion therapy	10% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Rehabilitation and Therapy Services • Inpatient ^[3] ; outpatient • Skilled nursing facility ^[3]	10% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Ambulance • Air and ground	10% coinsurance		20% coinsurance	
Hospice Care ^[3] • Through an approved program	100% covered up to MAC (even if deductible has not been met)		100% covered up to MAC (even if deductible has not been met)	
Equipment and Supplies ^[3] • Durable medical equipment and external prosthetics • Other supplies (i.e., ostomy, bandages, dressings)	10% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Dental • Certain limited benefits (extraction of impacted wisdom teeth, excision of solid-based oral tumors, accidental injury, orthodontic treatment for facial hemiatrophy or congenital birth defect)	10% coinsurance for oral surgeons	40% coinsurance for oral surgeons	20% coinsurance	40% coinsurance
	10% coinsurance non-contracted providers (i.e., dentists, orthodontists)		20% coinsurance non-contracted providers (i.e., dentists, orthodontists)	
Advanced X-Ray, Scans and Imaging • Including MRI, MRA, MRS, CT, CTA, PET and nuclear cardiac imaging studies ^[3] • Reading and interpretation	10% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
	100% covered	100% covered up to MAC	100% covered	100% covered up to MAC
Out-of-Country Charges • Non-emergency and non-urgent care	N/A - no network	40% coinsurance	N/A - no network	40% coinsurance
Deductible				
Employee Only	\$450	\$800	\$800	\$1,500
Employee + Child(ren)	\$700	\$1,250	\$1,250	\$2,350
Employee + Spouse	\$900	\$1,600	\$1,600	\$3,000
Employee + Spouse + Child(ren)	\$1,150	\$2,050	\$2,050	\$3,850
Out-of-Pocket Coinsurance Maximum				
Employee Only	\$1,550	\$2,900	\$1,900	\$3,600
Employee + Child(ren)	\$2,450	\$4,600	\$3,100	\$5,900
Employee + Spouse	\$3,100	\$5,800	\$3,800	\$7,200
Employee + Spouse + Child(ren)	\$4,000	\$7,500	\$5,000	\$9,500

No single family member will be subject to a deductible or out-of-pocket maximum greater than the "employee only" amount. Once two or more family members (depending on premium level) have met the total deductible and/or out-of-pocket maximum, it will be met by all covered family members. Only eligible expenses will apply toward the deductible and out-of-pocket maximum. Charges for non-covered services and amounts exceeding the maximum allowable charge will not be counted.

[1] Subject to maximum allowable charge (MAC). The MAC is the most a plan will pay for a service from an in-network provider. For non-emergent care from an out-of-network provider who charges more than the MAC, you will pay the copay or coinsurance PLUS difference between MAC and actual charge.

[2] The following behavioral health services are treated as "inpatient" for the purpose of determining member cost-sharing: residential treatment, partial hospitalization, and intensive outpatient therapy. Prior authorization (PA) is required for psychological testing and electroconvulsive therapy.

[3] Prior authorization (PA) required. When using out-of-network providers, benefits for medically necessary services will be reduced by half if PA is required but not obtained, subject to the maximum allowable charge. If services are not medically necessary, no benefits will be provided. (For DME, PA only applies to more expensive items.)

[4] Applies to certain antihypertensives; oral diabetic medications, insulin and diabetic supplies; statins (see page 2).

Dental Insurance

Dental coverage is available to all State Plan participants. You must pay 100 percent of the premium if you elect this coverage. Two options are available—a prepaid plan (Assurant) and a preferred dental organization (PDO) plan (Delta Dental).

In the prepaid plan, you must select from a specific group of dentists. Under the PDO plan, you may visit the dentist of your choice; however, members get maximum savings when visiting a PDO network provider. Both dental options have specific rules for benefits such as exams and major procedures, and have a four-tier premium structure just like health insurance.

You can enroll in dental coverage as a new employee or during the annual enrollment transfer period. You may also enroll if you have a special qualifying event. You do not have to be enrolled in health coverage to be eligible for dental insurance.

Prepaid Plan (Assurant)

- Must select a network provider for each covered family member
- Major services at predetermined copayments
- No claim forms
- Preexisting conditions are covered
- No maximum benefit levels
- No deductibles
- No charge for oral exams, routine semiannual cleanings, most x-rays and fluoride treatments; however, an office visit copay will apply

PDO Plan (Delta Dental)

- Select any dentist
- \$1,500 calendar year benefit maximum per person
- \$0 calendar year deductible per individual in-network, \$100 per individual out-of-network
- Benefits for covered services paid at the lesser of the dentist charge or the scheduled amount
- Some services require waiting periods of up to one year and limitations and exclusions apply
- Lifetime benefit maximum of \$1,250 for orthodontia

Monthly Premiums for Active Members

	PREPAID PLAN	PDO PLAN
Employee Only	\$9.63	\$20.46
Employee + Child(ren)	\$20.00	\$47.03
Employee + Spouse	\$17.07	\$38.69
Employee + Spouse + Child(ren)	\$23.47	\$75.71

Dental Insurance Benefits at a Glance

The benefits listed below are a summary of some common benefit categories. Please refer to insurance carrier member handbooks for complete information on coverage, limitations and exclusions.

COVERED SERVICES	ASSURANT PREPAID OPTION		DELTA PDO OPTION	
	GENERAL DENTIST	SPECIALIST DENTIST	IN-NETWORK	OUT-OF-NETWORK
Annual Deductible	None		None	\$100 single; \$300 family, per policy year ^[5]
Annual Maximum Benefit	None		\$1,500 per person, per policy year	
Pre-existing Conditions	Covered		Some exclusions	
Office Visit	\$10 copay ^[3]		No charge	20% of MAC
Periodic Oral Evaluation	No charge		No charge	20% of MAC
Routine Cleaning	No charge		No charge	20% of MAC
X-ray — Intraoral, Complete Series	No charge	\$5 copay	20% of MAC	40% of MAC
Amalgam (silver) Filling — 2 Surfaces Permanent	\$8 copay	\$10 copay	20% of MAC	40% of MAC
Endodontics — Root Canal Therapy Molar (excluding final restoration)	\$250 copay	\$600 copay	50% of MAC	
Major Restorations — Crowns (porcelain fused to high noble metal)	\$275 copay, plus lab fees ^[1]		50% of MAC ^[4]	
Extraction of Erupted Tooth (minor oral surgery)	\$15 copay	\$70 copay	20% of MAC	40% of MAC
Removal of Impacted Tooth — Complete Bony (complex oral surgery)	\$100 copay	\$120 copay	50% of MAC	
Dentures — Complete Upper	\$310 copay, plus lab fees ^[1]		50% of MAC ^[4]	
Orthodontics	25% off participating orthodontist's usual fees		50% of MAC ^[4]	
• Annual Deductible	None		None	
• Lifetime Maximum	None		\$1,250 (including any benefits received under a prior dental plan) ^[2]	
• Waiting Period	None		12 months	
• Age Limit	None		Up to age 19	

MAC—Maximum Allowable Charge

The benefits listed are a sample of the most frequently utilized dental treatments. Refer to vendor materials for complete information on coverage, limitations and exclusions.

[1] Members are responsible for additional lab fees for these services.

[2] If an individual had coverage through another dental plan, they may also have had a lifetime maximum for orthodontia. The orthodontia maximum is a lifetime benefit, which means, if an individual enrolls under the PDO, the benefit amount will not start over again. The benefits for orthodontia under the PDO would be adjusted based on the benefits a member may have received previously through another dental plan.

[3] A charge of \$20 may apply for a missed appointment when the member does not cancel at least 24 hours prior to the scheduled appointment.

[4] A 12-month waiting period applies.

[5] Does not apply to diagnostic and preventive benefits such as periodic oral evaluation, cleaning and x-ray.

Vision Insurance

Optional vision coverage is available to all state and higher education employees and dependents. You can choose from two plans: a basic plan and an expanded plan. Both plans offer the same services, including:

- Annual routine eye exam
- Frames
- Eyeglass lenses
- Contact lenses
- Discount on Lasik/Refractive surgery

What you pay for services depends on the plan you choose. With the basic plan, you pay a discounted rate or the plan pays a fixed-dollar allowance for services and materials. The expanded plan provides services with a combination of copays, allowances and discounted rates. See the benefit chart on the following page to compare benefits in both plans.

As with other optional products, the state's vision insurance is an employee pay-all option. This means the state does not pay any part of the premium. Members are responsible for the full premium.

The basic and expanded plans are both administered by EyeMed Vision Care. You will receive the maximum benefit when visiting a provider in their **Select network**. However, out-of-network benefits are also available.

General Limitations and Exclusions

The following services are not covered under the vision plan:

- Treatment of injury or illness covered by workers' compensation or employer's liability laws
- Cosmetic surgery and procedures
- Services received without cost from any federal, state or local agency
- Charges by any hospital or other surgical or treatment facility and any additional fees charged for treatment in any such facility
- Services by a vision provider beyond the scope of his or her license
- Vision services for which the patient incurs no charge
- Vision services where charges exceed the amount that would be collected if no vision coverage existed

Note: If you receive vision services and materials that exceed the covered benefit, you will be responsible for paying the difference for the actual services and materials you receive.

Monthly Premiums for Active Members

	BASIC	EXPANDED
Employee Only	\$3.27	\$5.73
Employee + Child(ren)	\$6.54	\$11.46
Employee + Spouse	\$6.21	\$10.89
Employee + Spouse + Child(ren)	\$9.61	\$16.84

Vision Insurance Benefits at a Glance

Here is a comparison of discounts, copays and allowed amounts under the vision options. Copays represent what the member pays. Allowance and percentage discount represent the cost the carrier will cover..

	BASIC PLAN	EXPANDED PLAN
Routine Eye Exam	\$0 copay	\$10 copay
Retinal Imaging Benefit	none	up to \$39 copay
Frames	\$50 allowance; 20% discount off balance above the allowance	\$115 allowance; 20% discount off balance above the allowance
Eyeglass Lenses (includes plastic or glass) <ul style="list-style-type: none"> • Single, Bifocal, Trifocal, Lenticular • Standard Progressive Lens • Premium Progressive Lens 	\$50 allowance; 20% off balance over \$50	\$15 copay \$55 copay \$81–\$93
Eyeglass Lens Options (upgrades) <ul style="list-style-type: none"> • Anti-reflective • Polycarbonate • Photochromic • Scratch resistance coating • UV coating • Tints • Polarized • Premium Anti-Reflective • All other eyeglass lens options 	20% discount off all options	maximum copayments: \$45 copay \$30 copay; \$0 for children 18 and under \$70 copay \$15 copay \$10 copay \$25 copay 20% off retail price \$57–\$68 20% discount
Exam for Contact Lenses (fitting and evaluation)	15% discount off retail price	up to \$60 copay
Contact Lenses ^[1] <ul style="list-style-type: none"> • Elective <ul style="list-style-type: none"> • Conventional • Disposable • Medically Necessary ^[2] 	\$50 allowance; 15% off balance over \$50 \$50 allowance \$150 allowance	\$130 allowance; 15% off balance over \$130 \$130 allowance covered at 100%
Lasik/Refractive Surgery (for select providers)	15% discount off usual and customary fees	15% discount off usual and customary fees
Out-of-Network Benefits <ul style="list-style-type: none"> • All Eye Exams • Frames • Eyeglass Lenses <ul style="list-style-type: none"> • Single Vision • Lined Bifocal • Lined Trifocal • Elective Contacts (conventional or disposable) • Medically Necessary Contacts ^[2] 	up to \$30 allowance up to \$50 allowance (frames and lenses combined) \$25 allowance \$75 allowance	up to \$45 allowance up to \$70 allowance up to \$30 allowance up to \$50 allowance up to \$65 allowance up to \$50 allowance up to \$100 allowance
Frequency <ul style="list-style-type: none"> • Eye Exam • Eyeglass Lenses and Contacts • Frames 	Once every calendar year per person Once every calendar year per person Once every two calendar years per person	Once every calendar year per person Once every calendar year per person Once every two calendar years per person

[1] In lieu of eyeglass lenses

[2] If medically necessary as first contact lenses following cataract surgery or multiple pairs of rigid contact lenses for treatment of keratoconus

EyeMed offers some additional discounts which include:

- 40% off on additional pairs of eyeglasses at any network location, after the vision benefit has been used
- 15% off conventional contact lenses after the benefit has been used
- \$60 off one pair of Ray-Ban polarized sunglasses per member, with coupon provided by EyeMed
- 20% off non-covered items such as lens cleaner, accessories and non-prescription sunglasses
- Expanded Plan Only: 25% to 50% savings on premium progressive lenses and anti-reflective lenses

Employee Assistance Program

The Employee Assistance Program (EAP) is a no cost, confidential support tool that helps you, and those around you, deal with personal issues and situations. Seeking help is not a weakness. The goal is that after you make the decision to ask for help, you will find the program both easy to access and helpful. Sooner or later, all of us will encounter a personal problem of some kind. The EAP can help with issues including:

- Financial strain or planning
- Family/marital
- Grief and loss
- Everyday stress
- Workplace
- Legal
- Behavioral health
- Addiction
- Elder care
- Chronic illness
- Parenting

The EAP offers seminars on various issues of interest at locations across the state. Call 615.741.1925 or visit the website for more information.

All services are confidential, and available at no cost to members. Prior authorization is required. Services can be easily accessed by calling Magellan — available 24 hours a day, 365 days a year. You may participate in EAP services on work time with your supervisor's approval.

You and your eligible dependents may get up to five counseling sessions per problem episode at no cost to you. If you need assistance beyond the EAP, you will be referred to your insurance carrier's mental health and substance abuse benefits. Services are available at no cost if eligible for health insurance coverage under the plan, even if enrollment is waived.

ParTNers for Health Wellness Program

The ParTNers for Health Wellness Program is free to all state group insurance program members and eligible spouses and dependents. This program is an optional benefit for Standard PPO members.

24/7 Nurse Advice Line

The ParTNers for Health Nurse Advice Line gives you information and support, 24 hours a day, 7 days a week, at no cost to you. Health professionals are available to help you make more informed healthcare decisions and live well. Call day or night to talk to a nurse about:

- The closest hospital or after-hours clinic
- Understanding what your doctor told you
- Your symptoms or questions about medications

Working with a Health Coach

Health coaches can help you reach your personal health goals, and will schedule calls when it is convenient for you. All calls are confidential. For more information about working with a health coach, see the frequently asked questions section of the ParTNers for Health website.

ParTNers for Health Web Portal

The ParTNers for Health Web Portal, Well-Being Connect™, provides you with powerful online tools and health information at your fingertips. Choose from a variety of online health improvement focus areas and keep track of your progress to reach your personal goals. Registration is easy. Simply go to www.partnersforhealthtn.gov, click on the "My Wellness Login" button and follow the registration instructions.

Health Screening

Free health screenings are held in locations all around the state. Screenings will not be held during 2013 but will resume in 2014. Screenings are available to employees who participate in both the Standard and Partnership PPOs.

Healthways Well-Being Assessment™ (WBA)

An online Well-Being Assessment (health questionnaire) is available to help you learn more about your health and any health risks you may have. The WBA asks a series of questions about your health and lifestyle habits. Once you complete the Well-Being Assessment, you will view your results and create your personal Well-Being Plan, which will help you set goals and focus on areas where you can make improvements. Visit the wellness page on the ParTNers for Health website for more information.

Weekly Health Tips by E-mail

Don't forget to sign up for free weekly health tips by e-mail. Visit our website and click the "Weekly Health Tips" link to sign up. You will get a short e-mail with each week's healthy living tip.

Fitness Center Discounts

Available to all insurance plan members, discounts have been secured from fitness centers throughout the state. Refer to the wellness page on the ParTNers for Health website to view a list of participating fitness centers.

Life Insurance

Basic Group Term Life and Accidental Death and Dismemberment

The state provides, at no cost to the employee, \$20,000 of basic term life and \$40,000 of basic accidental death coverage. If you enroll in health coverage, the amount of coverage increases as your salary increases, with premiums for coverage above \$20,000/\$40,000 deducted from your paycheck. The maximum amount of coverage is \$50,000 for term life and \$100,000 for accidental death and dismemberment. The face amount of coverage declines at ages above 65. For employees who do not enroll in health coverage, the amount of coverage does not increase regardless of salary.

Changes in coverage based upon age or salary take effect on the first day of October based on your age or salary as of September 1.

Eligible dependents (spouse and children) are covered for \$3,000 of basic dependent term life coverage. Dependents (spouse and children) are eligible for basic accidental death insurance, with the amounts of coverage based on salary and family composition. Dependents of employees who do not enroll in health coverage are not eligible for basic term or basic special accident coverage.

Optional Accidental Death and Dismemberment

You and your dependents (spouse and children) may enroll in this coverage. It is in addition to the basic accidental death coverage and you must pay a premium. Benefits are paid for dismemberment if the loss occurs within 90 days of the accident, as long as you or your dependent is covered on the date of the accident and meet the criteria. Coverage amounts are based on salary and age. The maximum benefit for you is \$60,000.

Optional Term Life Insurance

You and your dependents (spouse and children) may enroll in this coverage whether or not you enroll in health coverage. A premium is required. For guaranteed issue coverage, you must enroll during the first 30 calendar days of employment with the state. The effective date of coverage is the first of the month after you have completed three full calendar months of employment. If you do not enroll when first eligible, you can apply for coverage during the annual enrollment transfer period by answering health questions.

You may select up to five times your annual base salary (subject to a maximum of \$500,000) if you apply when first eligible. You may apply for up to seven times your annual base salary (subject to a maximum of \$500,000), but evidence of good health is required. The minimum coverage level is \$5,000.

Your spouse may have \$5,000, \$10,000 or \$15,000 of term life insurance at any age. Spouses below age 55 are eligible for increments of \$5,000 up to one times your annual base salary, subject to an overall maximum of \$30,000. To have guaranteed issue coverage, spouses must be performing normal duties of a healthy person of similar age and gender and not have been hospitalized, advised to seek medical treatment, or received disability benefits within six months prior to the application to enroll date. A spouse who does not qualify for guaranteed issue may apply for coverage by answering specific health questions which the insurance company will use to decide if coverage will be allowed. You do not have to enroll in this coverage in order for your spouse to participate.

Children may be covered under either a \$5,000 or a \$10,000 term rider. The rider is added to either your contract or your spouse's contract, but not both. These amounts will cover all eligible dependent children who meet the dependent definition.

The optional term life insurance provides a death benefit and the premiums increase with age. It also offers an advance benefit rider, which allows part of the life insurance proceeds if an insured encounters a terminal illness.

Flexible Benefits Spending Reimbursement Accounts

State employees (excludes higher education which have their own flex program, and off-line employees) are eligible for the flexible benefits program, which includes medical, dependent day care, parking and transportation reimbursement accounts. The program is administered by the Department of Treasury. Unless you have an approved family status change, you cannot enroll in or cancel a medical or dependent day care reimbursement account in the middle of a calendar year.

Medical Reimbursement Account

With a medical reimbursement account, you can set aside up to \$2,500 a year to pay for eligible medical expenses with your pre-tax contributions. Over-the-counter medications are not a reimbursable expense unless your doctor writes a prescription.

Dependent Day Care Reimbursement Account

The amount you can set aside for a dependent day care reimbursement account depends on your tax filing status. If you are married and file separately, you can contribute up to \$2,500 for the year. If you are married and file jointly or you file as head of household, the maximum is \$5,000. You can use your pre-tax contributions to pay for eligible dependent day care expenses.

Parking Reimbursement Account

With a parking reimbursement account, you can set aside a certain dollar amount per month to pay for qualified parking expenses with your pre-tax contributions. The contribution limits are set by the IRS and typically change each calendar year. Please refer to the flexible benefits website for more information. You may enroll in a parking reimbursement account at any time.

Transportation Reimbursement Account

With a transportation reimbursement account, you can set aside a certain dollar amount per month to pay for qualified transportation expenses with your pre-tax contributions. The contribution limits are set by the IRS and typically change each calendar year. Please refer to the flexible benefits website for more information. You may enroll in a transportation reimbursement account at any time.

Long-Term Care Insurance

Qualified state and higher education employees, their eligible dependents (spouse and children ages 18 through 25), retirees, parents and parents-in-law are eligible to enroll in long-term care coverage. This insurance covers certain services required by individuals who are no longer able to care for themselves without the assistance of others. Natural aging, a serious illness or an accident may bring on this need.

Services covered include nursing home care, assisted living, home health care, home care and adult day care. Benefits are available through different options based on a daily benefit amount (\$100, \$150 or \$200) for either a three-year or five-year coverage period. The benefits are also available with or without inflation protection.

As a new employee, you have 90 days to enroll and have guaranteed issue of coverage. You may sign-up for coverage by completing the enrollment form enclosed in the enrollment kit, over the phone by speaking with customer service or on-line via the insurance carrier's website. Your spouse, eligible dependent children, parents and parents-in-law may also apply for coverage; however, they must provide information about their health status and will be subject to medical underwriting review for approval to enroll. After the initial guaranteed issue period, you may still apply for coverage, but will also be subject to the same medical underwriting review for approval to enroll.

You must pay 100 percent of the premium if you choose this coverage. Premiums are based on age at the time of enrollment. So the younger you are when you apply, the lower your monthly premium will be. You may choose to have the premium taken from your payroll check, or may opt for a direct bill arrangement with the carrier. Direct billing or payment by bank draft or credit card can be set up on a quarterly, semi-annual or annual basis.

OTHER INFORMATION

Coordination of Benefits

If you are covered under more than one insurance plan, the plans will coordinate benefits together and pay up to 100 percent of the eligible charges. At no time should payments exceed 100 percent of the eligible charges.

As an active employee, your health insurance coverage is generally considered primary for you. However, if you have other health coverage as the head of contract, the oldest plan is your primary coverage. If covered under a retiree plan and an active plan, the active plan will always be primary. If your spouse has coverage through his or her employer, that coverage would be primary for your spouse and secondary for you.

Primary coverage on children is determined by which parent's birthday comes earliest in the calendar year. The insurance of the parent whose birthday falls last will be considered the secondary plan. This coordination of benefits can be superseded if a court orders a divorced parent to provide primary health insurance coverage. If none of the above rules determines the order of benefits, the benefits of the plan which has covered an employee, member or subscriber longer are determined before those of the plan which has covered that person for the shorter time.

From time to time, carriers will send letters to members asking for other coverage information. This is necessary because it is not uncommon for other coverage information to change. This helps ensure accurate claims payment. In addition to sending a letter, the carriers may also attempt to gather this information when members call in. You must respond to the carrier's request for information, even if you just need to report that you have no other coverage.

If you do not respond to requests for other coverage information, your claims may be pended or held for payment. When claims are pended, it does not mean that coverage has been terminated or that the claims have been denied. However, claims will be denied if the requested information is not received by the deadline. Once the carrier gets the requested information, they will update the information regarding other coverage, and claims that were pended or denied will be released or adjusted for payment.

Subrogation

The medical plan has the right to subrogate claims. This means that the medical plan can recover the following:

- Any payments made as a result of injury or illness caused by the action or fault of another person
- A lawsuit settlement that results in payments from a third party or insurer of a third party
- Any payments made due to a workplace injury or illness

These payments would include payments made by worker's compensation insurance, automobile insurance or homeowners insurance whether you or another party secured the coverage.

You must assist in this process and should not settle any claim without written consent from the Benefits Administration subrogation section. Failure to respond to the plan's requests for information, and to pay the plan back for any money received for medical expenses, will result in disenrollment from the plan for you and your dependents. If disenrolled from the plan due to failure to cooperate and pay outstanding medical expenses you and your dependents cannot rejoin the plan for three years and are not eligible for COBRA.

On the Job Illness or Injury

Work-related illnesses or injuries are not covered under the plan. The plan will not cover claims related to a work-related accident or illness regardless of the status of a worker's compensation claim or other circumstances.

Fraud, Waste and Abuse

Making a false statement on an enrollment or claim form is a serious matter. Only those persons defined by the group insurance program as eligible may be covered. Eligibility requirements for employees and dependents are covered in detail in this guide.

If your covered dependent becomes ineligible, you must inform your benefits coordinator and submit an application within one full calendar month of the loss of eligibility. Once a dependent becomes ineligible for coverage, he or she cannot be covered even if you are under court order to continue to provide coverage.

If there is any kind of error in your coverage or an error affecting the amount of your premium, you must notify your benefits coordinator. Any refunds of premiums are limited to three months from the date a notice is received by Benefits Administration. Claims paid in error for any reason will be recovered from you.

Financial losses due to fraud, waste or abuse have a direct effect on you as a plan member. When claims are paid or benefits are provided to a person who is not eligible for coverage, this reflects in the premiums you and your employer pay for the cost of your healthcare. It is estimated that between 3–14 percent of all paid claims each year are the result of provider or member fraud. You can help prevent fraud and abuse by working with your employer and plan administrator to fight those individuals who engage in fraudulent activities.

How You Can Help

- Pay close attention to the explanation of benefits (EOB) forms sent to you when a claim is filed under your contract and always call the carrier to question any charge that you do not understand
- Report anyone who permits a relative or friend to “borrow” his or her insurance identification card
- Report anyone who makes false statements on their insurance enrollment applications
- Report anyone who makes false claims or alters amounts charged on claim forms

Please contact Benefits Administration to report fraud, waste or abuse of the plan. All calls are strictly confidential.

To File an Appeal

If you experience a problem relating to the plan policies or the services provided, there are established internal and external procedures to help you resolve your complaint. These procedures do not apply to any complaint or grievance alleging possible professional liability, commonly known as malpractice, or for any complaint or grievance concerning benefits provided by any other plan.

You should direct any specific questions regarding initial levels of appeal (the internal appeal process) to the insurance carrier. Other appeal questions may be directed to the Benefits Administration appeals coordinator at 615.741.4517 or 1.866.576.0029.

Administrative Appeals

To file an appeal about an administrative process or decision (e.g., transferring between health plans, effective dates of coverage issues or timely filing issues) contact your agency benefits coordinator and explain your request. The benefits coordinator will forward your request to Benefits Administration for review and response.

Benefit Appeals

Before starting an appeal related to benefits (e.g., a prior-authorization denial or an unpaid claim), you should first contact the insurance company to discuss the issue. You may ask for an appeal if the issue is not resolved as you would like.

Different insurance companies manage approvals and payments related to your medical, mental health, substance abuse and pharmacy benefits. To avoid delays in the processing of your appeal, make sure that you direct your request to the correct company. You have insurance cards for medical and pharmacy. You can find member service numbers for medical and mental health and substance abuse on your medical card. Your pharmacy card will have the member service number for pharmacy.

Appealing to the Insurance Company

To start an appeal (sometimes called a grievance), call the toll-free member service number on your insurance card. You may file a formal request for an appeal or member grievance by completing a form or as otherwise instructed.

The insurance company will process internal levels of appeal — Level I and Level II appeals. Decision letters will be mailed to you at each level. These letters will tell you if you have further appeal options (including independent external review) and if so, how to pursue those options and how long you have to do so.

Pursuing Further Action

In cases where internal and external appeal procedures have been completed, decision letters will notify you of the option to pursue further action through litigation.

LEGAL NOTICES

Information in this Guide

This guide does not give every detail of the state-sponsored plans. The Plan Document is the legal publication that defines eligibility, enrollment, benefits and administrative rules. If information in this guide conflicts with the Plan Document, the Plan Document will control. Your department or facility (benefits section) has a copy or you can obtain a copy from the Benefits Administration website.

The information contained in this guide is accurate at the time of printing. The Insurance Committees may change the plans at their discretion. Changes to federal and/or state laws may also impact the plans. You will be given written notice of changes. The benefits described in this guide cannot be changed by any oral statements.

All health, dental and life coverages have member handbooks to explain benefits in detail. Those are available from your agency benefits coordinator or you may obtain a copy from the Benefits Administration website.

Member Privacy

The state group insurance program considers your protected health information (PHI) private and confidential. In accordance with the federal Health Insurance Portability and Accountability Act (HIPAA), policies and procedures are in place to protect such information against unlawful use and disclosure. PHI is individually identifiable health information. This includes demographics such as age, address, e-mail address and relates to your past, present or future physical or mental health condition. We are required by law to make sure your PHI is kept private.

When necessary, your PHI may be used and disclosed for treatment, payment and healthcare operations. For example, your PHI may be used or disclosed, including, but not limited to:

- In order to provide, coordinate or manage your healthcare
- To pay claims for services which are covered under your health insurance
- In the course of the operation of the state group insurance program to determine eligibility, establish enrollment, collect or refund premiums and conduct quality assessments and improvement activities
- To coordinate and manage your care, contact healthcare providers with information about your treatment alternatives
- Conduct or arrange for medical review, auditing functions, fraud and abuse detection, program compliance, appeals, right of recovery and reimbursement/subrogation efforts, review of health plan costs, business management and administrative activities
- To contact you with information about your treatment or to provide information on health-related benefits and services that may be of interest to you

To obtain a copy of the privacy notice describing, in greater detail, the practices concerning use and disclosure of your health information, visit our website or you may obtain a copy from your agency benefits coordinator.

Medicare Part D

Medicare eligible retirees have access to a Medicare supplement plan. The supplemental plan does not include pharmacy benefits and retirees should enroll in a Medicare Part D plan for prescription drug benefits.

TERMS AND DEFINITIONS

Acquire Date

The acquire date is the date that establishes a relationship between you and your dependents, such as date of marriage for a spouse, date of birth for a natural child, or date of legal obligation if you are appointed as a guardian.

Balance Billing

If you get treated by out-of-network providers, you can be subject to balance billing by the out-of-network provider. This is the process of billing a patient for the difference between the provider's charges and the amount that the provider will be reimbursed from the patient's insurance plan. For example, let's say that a doctor typically charges \$100 for a certain service. An in-network doctor has agreed to provide the same service for a reduced rate of \$75 and he or she writes off the rest of the charge. An out-of-network provider has not agreed to any reduced rates as he or she does not have a contract with the carrier and will bill the entire charge of \$100. However, the insurance carrier will not reimburse more than \$75 for the service which means that you may owe the out-of-network provider the additional \$25.

Claims

Claims are the bills received by the plan after a member obtains medical services.

Coinsurance

Coinsurance is the percentage of a dollar amount that you pay for certain services. Unlike a fixed copay, coinsurance varies, depending on the total charge for a service. The amount you pay in coinsurance (for eligible services) will count towards your out-of-pocket maximum.

Copay

A copay is a flat dollar amount that you pay for certain services like office visits and prescriptions.

Deductible

A fixed dollar amount you must pay each year for services that require coinsurance before the plan pays certain benefits. See the benefit grid for details.

Drug List

The drug list is a list of covered drugs. The listing includes generic and preferred brand drugs covered by the plan. This list is often called a formulary.

Drug Tiers

The drugs covered by the state's pharmacy benefit are grouped into three tiers — generic, preferred brand and non-preferred brand. Each tier has a different copay amount.

Fully-Insured Plan

Under a fully insured plan, an insurance company, rather than a group sponsor (like the state) pays all claims. The sponsor pays a premium to the insurance company. The state's dental plans are fully insured.

Generic Drug (Tier One)

A generic drug (also called tier one) is a Food and Drug Administration (FDA) approved copy of a brand name drug. A generic medicine is equal to the brand name product in safety, effectiveness, quality and performance. You pay the least when you fill a prescription with a generic drug.

Guarantee Issue

Guarantee issue means that you cannot be denied coverage and do not have to answer questions about your health history and long as you enroll within a certain amount of time.

Head of Contract

The head of contract is an employee who works for a participating employer group and enrolls in coverage during the initial eligibility time frame. Two married employees who both work for participating employer groups could each be the head of their own contract or one could be the head of contract and the other a covered dependent spouse.

Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) is legislation that protects health insurance coverage for persons who lose or change jobs and establishes a privacy rule and national standards for protecting personal health information. HIPAA means your personal health information can't be shared without your consent and protects your privacy.

In-Network Care

In-network care is provided by a network provider. Costs for in-network care are usually less expensive than out-of-network care as a result of special agreements between insurance carriers and providers.

Maximum Allowable Charge (MAC)

The maximum allowable charge (MAC) is the most that a plan will pay for a service from an in-network provider. If you go to an out-of-network provider who charges more than the MAC, you will pay the difference between the MAC and the actual charge.

Meeting Your Medical Deductible

Meeting your medical deductible means you have reached your annual deductible. This is the amount you pay each year before the plan pays benefits. It applies to hospital charges and other services that require coinsurance. It does not apply to services with a copay such as a visit to your primary care doctor or to prescription drugs.

Network

A network is a group of doctors, hospitals and other health care providers contracted with a health insurance carrier to provide services to plan members for set fees.

Non-Preferred Brand Drug (Tier Three)

A non-preferred brand drug (also called tier three) belongs to the most expensive group of drugs. You will pay the most if your prescription is filled with a non-preferred brand.

Out-of-Network Care

Out-of-network care refers to healthcare services from a provider who is not contracted with your insurance carrier. Costs for out-of-network care are usually more than for in-network care. The benefits paid are usually based on the maximum allowed by the plan. When out-of-network charges are higher than the maximum allowed, the member pays the difference.

Out-of-Pocket Coinsurance Maximum

An out-of-pocket coinsurance maximum is the most you will pay for your deductible and coinsurance each year. The out-of-pocket maximum does not include premiums or copays. Once you reach your out-of-pocket coinsurance maximum, the plan pays 100 percent of coinsurance for covered medical expenses for the rest of the year.

Out-of-Pocket Copay Maximum

An out-of-pocket copay maximum is the most you will pay for certain in-network office visits for primary care, specialist care and outpatient mental health and substance abuse treatment. It does not apply to chiropractic care or rehabilitation and therapy services.

Preferred Brand Drug (Tier Two)

A preferred brand drug (also called tier two) belongs to a group of drugs that cost more than generics but less than non-preferred brands.

Preferred Provider Organization (PPO)

A PPO gives plan participants direct access to a network of doctors and facilities that charge pre-negotiated (and typically discounted) fees for the services they provide to members. Plan participants may self-refer to any doctor or specialist in the network. The benefit level covered through the plan typically depends on whether the member visits an in-network or out-of-network provider when seeking care.

Premium

The amount you pay each month for your coverage, regardless of whether or not you receive health services. What you pay depends on where you work (state, higher education, local education or local government) and the PPO you select.

Prescription Drug Copay

Typically, members must pay a prescription drug copay when filling a prescription. This is the fixed dollar amount you pay, such as \$25 per prescription. The copay is lowest for a generic, higher for a preferred brand and highest for a non-preferred brand.

Preventive Care

Preventive care refers to services or tests that help identify health risks. For example, preventive care includes mammograms and colonoscopies as well as regular blood pressure checks. In many cases, preventive care helps a patient avoid a serious or even life-threatening disease.

Primary Care Physician

Primary care physician (also known as PCP) refers to your regular medical doctor. This is the doctor you see most often. A PCP can be a general practitioner, a doctor who practices family medicine, internal medicine, an OB/GYN or a pediatrician, a nurse practitioner, physician's assistant or nurse midwife (licensed healthcare facility only) working under the supervision of a primary care provider.

Self-Insured Plan

Under a self-insured plan, a group sponsor (like the State) or employer, rather than an insurance company, is financially responsible for paying the plan's expenses, including claims and plan administration costs. The state's health insurance plans are self-insured.

Special Enrollment Provision

A rule that allows persons to request enrollment beyond the initial eligibility period due to certain life events.

Special Qualifying Event

A personal change in status, such as divorce or termination of spouse or ex-spouse's employment, which may allow persons to change benefit elections.

The Plan

In the broadest sense of the word, Plan is the applicable State of Tennessee Preferred Provider Organization (PPO) Comprehensive Medical and Hospitalization Program. Plan may also refer to specific group plans within the larger comprehensive plan, such as the State Plan, the Local Education Plan or the Local Government Plan.



STATE OF TENNESSEE
BENEFITS ADMINISTRATION
DEPARTMENT OF FINANCE AND ADMINISTRATION
26TH FLOOR, 312 ROSA L. PARKS AVENUE • WILLIAM R. SNODGRASS TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-1102

Exhibit D

This Instrument Prepared by:
Concord Title
10690 Murdock Drive
Knoxville, TN 37932
File No. 20110727

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR

SEP 12 2011

BY PHIL BALLARD *Re*

WARRANTY DEED

THIS INDENTURE, made this 8th day of September, 2011, between,

**Todd Parrott Witcher, unmarried and Cheryl Lynn Holcombe, unmarried, a
½ undivided interest each as Tenants In Common with right of survivorship**
of Knox County, Tennessee, their executors, heirs, successors, and assigns, (hereinafter referred to as
"Grantor") and

**Sophy A. Jesty, an unmarried woman and Valeria M. Tanco, an unmarried
woman, as tenants in common for life with the remainder to the survivor in
fee**

of Knox County, Tennessee, their executors, heirs, successors, and assigns, (hereinafter referred to as
"Grantee").

WITNESSETH:

THAT said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid into their hands by the Grantee, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Grantee the following described premises, to wit:

SITUATED in Civil District Two (2) of Knox County, Tennessee, within the 15th Ward of the City of Knoxville, Tennessee, and being known and designated as all of Lot 16, Brownlee, Perry and Jourolman's Addition, as shown on map of same of record in Map Book 5, Page 251, in the Register's Office for Knox County, Tennessee, together with a parcel of land being part of the Old Thomas Rogers Tract, said lot and parcel of land lying adjacent forming one boundary and being more particularly described as follows:

BEGINNING at an iron pin in the southern line of Jefferson Avenue, said iron pin being located 279.0 feet, more or less, from the point of intersection of Chestnut Street and Jefferson Avenue; thence North 42 deg. 44 min. 32 secs East, 109.01 feet to an iron pin; thence South 45 deg. 43 min. 39 secs East, 150.14 feet to an iron pin; thence South 42 deg. 49 min. 21 secs West, 105.02 feet to an iron pin; thence North 47 deg. 15 min. 00 secs West 149.94 feet to an iron pin, being the point of BEGINNING, according to the survey Howard T. Dawson, RLS #1301, 124 Maryville Pike, Knoxville, Tennessee, dated June 21, 1993, drawing number 93-904; said premises being improved with a dwelling bearing the address of 2524 Jefferson Avenue, Knoxville, Tennessee.

BEING the same property conveyed to Todd Parrott Witcher, unmarried, and Cheryl Lynn Holcombe, unmarried, a ½ undivided interest each as Tenants In Common with right of survivorship, by Quit Claim Deed dated June 20, 2001, of record in Inst. No. 200106270092156, in the Register's Office for Knox County, Tennessee. For further reference see also Warranty Deed dated December 19, 1996, and filed of record in Deed Book 2235, Page 505, in the said Register's Office.

THE SOURCE of the above description is the same as the previous deed of record, no boundary survey having been made at the time of the conveyance.

SUBJECT TO all Restrictions, Covenants, Reservations, and Minimum Building Setback Lines and Ingress and Egress Easements and installation and maintenance of Utility and Drainage facilities as stated on recorded plat of record, if applicable, and all amendments thereto recorded, and further to any matter and/or condition which would be disclosed by a current and accurate survey or inspection of the property

Knox County Page: 1 of 2
REC'D FOR REC 09/12/2011 9:46:12AM
RECORD FEE: \$13.00
M. TAX: \$0.00 T. TAX: \$703.00
201109120013626

*VMT
ST*

herein described.

SUBJECT TO all Notes, Matters, Restrictions, Agreements, Covenants, Easements, Setback Lines, Right-of-Ways and all other Conditions of record in the Register's Office for Knox County, Tennessee.

WITH all the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD THE said premises to the said Grantee, their heirs and assigns forever.

AND said Grantor, for themselves and for their heirs, executors, administrators, and assigns do hereby covenant with said Grantee, their heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said Premises are free from all encumbrances, except taxes for the year 2011 which shall be prorated between the Parties upon the date of closing, the payment of which shall be assumed by the Grantee; restrictions, setbacks and all other matters of record and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

WHENEVER in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF Grantor has set their hands and seals on the day and year first above written.

Todd Parrott Witcher

Cheryl Lynn Holcombe
Cheryl Lynn Holcombe

State of Tennessee
County of KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, TODD PARROTT WITCHER AND CHERYL LYNN HOLCOMBE, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 8th day of September, 2011.

Tara N. Roddy
Notary Public
My Commission Expires: 10/21/2011

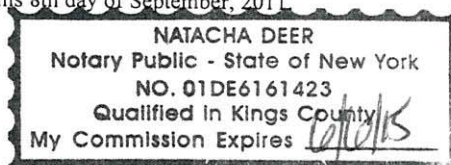


I hereby swear or affirm that the actual consideration for this transfer or the value of the property, whichever is greater is \$190,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Valeria M. Tanco
Affiant

Sworn to and subscribed before me this 8th day of September, 2011.

Natacha Deer
Notary Public
My Commission Expires: 6/6/15



Owner Name & Property Address:
Sophy A. Jesty and Valeria M. Tanco
2524 Jefferson Ave.
Knoxville, TN 37914
Tax ID: 082JG006

Responsible Party For Taxes:
Mortgage Investors Group
8320 E. Walker Springs Lane, Ste 200
Knoxville, TN 37923

Page: 2 OF 2
201109120013626

20110727

SAI
VHT

**SCHEDULE A**

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: **20110727**Policy No.: **OX-08463911**

Address Reference: **2524 Jefferson Ave.
Knoxville, TN 37914**

Amount of Insurance: **\$ 190,000.00**Premium: **\$ 966.50**Date of Policy: **September 12, 2011 at 09:46 AM**

1. Name of Insured:
Sophy A. Jesty, an unmarried woman and Valeria M. Tanco, an unmarried woman, as tenants in common for life with the remainder to the survivor in fee
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Warranty Deed from Todd Parrott Witcher, unmarried and Cheryl Lynn Holcombe, unmarried, a 1/2 undivided interest each as Tenants In Common with right of survivorship to Sophy A. Jesty, an unmarried woman and Valeria M. Tanco, an unmarried woman, as tenants in common for life with the remainder to the survivor in fee, dated September 8, 2011, filed for record on September 12, 2011 at 9:46 a.m. in Instrument Number 201109120013626, in the Register's Office for Knox County, Tennessee.
4. The Land referred to in this policy is described as follows:
SEE SCHEDULE C ATTACHED HERETO

Issued through the Office of:

Concord Title

By: 

Q. Trevor Piety, Agent / Attorney

Exhibit E

THIS INSTRUMENT PREPARED BY
 ABBY R. RUBENFELD
 RUBENFELD LAW OFFICE, PC
 2409 Hillsboro Road, Suite 200
 Nashville, Tennessee 37212

STATE OF TENNESSEE)
 COUNTY OF KNOX)

The actual consideration for
 this transfer is \$ -0-.

Sherry Witt
 Register of Deeds
 Knox County

COUNTERSIGNED
 KNOX COUNTY PROPERTY ASSESSOR

SEP 25 2013

BY PHIL BALLARD

Affiant

Subscribed and sworn to before
 me this 23 day of September
 2013.

Notary Public

My Commission Expires



Address New Owner:	Send Tax Bills to:	Map/Parcel Nos.
Sophy A. Jesty & Valeria M. Tanco	Mortgage Investors Group	
2524 Jefferson Avenue	8320 E. Walker Springs Lane #200	082JG006
Knoxville, TN 37914	Knoxville, TN 37923	

QUITCLAIM DEED

FOR AND IN CONSIDERATION, of love and affection, and for the express purpose of making a re-conveyance to create an undivided one-half interest in each party Tenants By Entirety,

I, SOPHY A. JESTY and VALERIA M. TANCO, both identified as "an unmarried woman" on the prior deed, and each with a ½ undivided interest each as Tenants In Common with rights of survivorship, for the express purpose of creating an undivided one-half interest Tenants by Entirety in SOPHY A. JESTY and VALERIA M. TANCO, by these presents do hereby quitclaim and convey unto SOPHY A. JESTY and VALERIA M. TANCO, as Tenants By Entirety, their heirs and assigns, all right, title and interest that we may have in the following described tract or parcel of land, to wit:

SITUATED in Civil District Two (2) of Knox County, Tennessee, within the 15th Ward of the City of Knoxville, Tennessee, and being known and designated as all of Lot 16, Brownlee, Perry and Jourloman's Addition, as shown on map of same of record in Map Book 5, Page 251, in the Register's Office for Knox County, Tennessee, together with a parcel of land being part of the Old Thomas Rogers Tract, said lot and parcel of land lying adjacent forming one boundary and being more particularly described as follows:

BEGINNING at an iron pin in the southern line of Jefferson Avenue, said iron pin being located 279.0 feet, more or less, from the point of intersection of Chestnut Street and Jefferson Avenue; thence North 42 deg. 44 min. 32 secs East, 109.01 feet to an iron pin; thence South 45 deg. 43 min. 39 secs East, 150.14 feet to an iron pin; thence South 42 deg. 49 min. 21 secs West, 105.02 feet to an iron pin; thence North 47 deg. 15 min. 00 secs West 149.94 feet to an iron pin; thence North 47 deg. 15 min. 00 secs West 149.94 feet to an iron pin, being the point of BEGINNING, according to the survey Howard T. Dawson, RLS #1301, 124 Maryville Pike, Knoxville, Tennessee, dated June 21 1993, drawing number 93-904; said premises being improved with a dwelling bearing the address of 2524 Jefferson Avenue, Knoxville, Tennessee.

BEING the same property conveyed to Sophy A. Jesty, an unmarried woman, and Valeria M. Tanco, an unmarried woman, a ½ undivided interest each as Tenants In Common with rights of survivorship by Warranty Deed dated September 8, 2011, and filed of record in Instrument Number 201109120013626, in the said Register's Office for Knox County, Tennessee.


Knox County Page: 1 of 2
 REC'D FOR REC 09/25/2013 2:59:31PM
 RECORD FEE: \$12.00
 M. TAX: \$0.00 T. TAX: \$0.00
 201309250020752

VT
 SK

This is improved property known as 2524 Jefferson Avenue, Knoxville, TN 37914.

Said property is conveyed subject to the same limitations, restrictions and encumbrances as may affect the premises, as above set forth.

IN WITNESS WHEREOF we have hereunto set our hands on this 23 day of September, 2013.



SOPHY A. JESTY



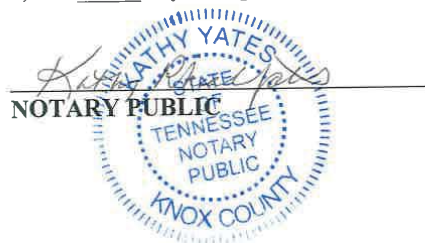
VALERIA M. TANCO

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SOPHY A. JESTY and VALERIA M. TANCO, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Knoxville, Tennessee, this 23rd day of September, 2013.

MY COMMISSION EXPIRES: 7/7/15



**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

VALERIA TANCO and SOPHY JESTY, et al.,)	
)	
Plaintiffs,)	
)	
v.)	
	)	Case No. 3:13-CV-01159
)	
WILLIAM EDWARD “BILL” HASLAM, as)	
Governor of the State of Tennessee, in his	)	Hon. Aleta A. Trauger
official capacity, et al.,)	
)	
Defendants.)	

**DECLARATION OF IJPE DEKOE IN SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY INJUNCTION**

I, Ijpe DeKoe, declare under the penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in support of Plaintiffs’ Motion for Preliminary Injunction. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

2. I live in Memphis, Shelby County, Tennessee. I am a Sergeant First Class in the Army Reserves and am also stationed in Memphis.

3. I first met my husband, Thomas Kostura (“Thom”) at camp when we were both teenagers and maintained a close friendship for over a decade until in March 2011 when we started dating. We started dating when I was living in Memphis, Tennessee, where I was stationed with

the Army Reserves, and Thom was living in East Hampton, New York. We fell in love in 2011 and have been committed to one another ever since.

4. On August 4, 2011, Thom and I legally married each other in the State of New York. At that time I was living in New Jersey and stationed at Fort Dix, where I had been transferred to prepare for my deployment to Afghanistan.

5. I decided to marry Thom for several reasons. We are committed to loving and supporting one another, and I wanted to express my commitment to Thom. Getting married also was an important way for Thom and I to demonstrate to others our mutual commitment—to express to family, friends, and colleagues that Thom and I regard each other to be the most important person in each of our lives and that we should be seen and treated as a family.

6. Another reason that Thom and I married was because we wished to enter into a legally binding relationship with one another, to make a legally binding mutual commitment to stay together, to join our lives and resources together in a legal family unit, and to be treated by others as a legal family unit rather than as legally unrelated individuals.

7. Thom and I also married because we wanted to have access to the many legal rights and responsibilities of marriage in order to protect us and our family, including at the most critical times in our lives. I am informed and understand that many of those legal rights and responsibilities are created by state law and are regularly and routinely afforded to opposite-sex married couples in Tennessee.

8. In May 2012, after completing a nearly yearlong deployment in Afghanistan, Thom and I moved to Memphis, Tennessee, where I had once again been stationed.

9. Since we relocated to Tennessee as a married couple to pursue our careers, we have been warmly welcomed by many Tennesseans, including our neighbors and colleagues. However, our new home state has treated our marriage as if it did not exist. I am informed and understand that although Tennessee extends state-law protections related to marriage to other married couples, including other couples who married out of state, Tennessee law prohibits the provision of those state-law protections to same-sex couples such as Thom and me who were legally married in another jurisdiction and prohibits the state government from treating us and our family with the dignity and respect with which Tennessee law treats opposite-sex married couples. The state's refusal to acknowledge our marriage has affected our lives in many ways since our relocation to Tennessee.

10. The uncertainty that comes with living in a state that refuses to recognize our marriage is a palpable harm that Thom and I live with every day. I am informed and understand that many of the protections that Tennessee law makes available to married couples include protections in times of crisis, emergency, or even death. Knowing that we lack such protections harms us on a daily basis because we are denied the security and peace of mind that having such marital protections provides to other families.

11. In hopes of reducing some of that uncertainty, Thom and I need to take additional steps, such as executing powers of attorney, wills, and other probate documents, which will be costly and time consuming, in order to secure some minimal legal protections to counteract Tennessee's refusal to recognize our marriage. I am informed and understand that Tennessee does not require opposite-sex married couples to take these same steps to create the protections we seek. Furthermore, I am informed and understand that even these steps will merely provide some

minimal legal protections; they will not provide the same protections afforded opposite-sex married couples.

12. In addition, Thom and I come into contact with the state government as residents of Tennessee. Each time that we identify ourselves as a married couple to state officials or on official forms, we have to brace ourselves for the degrading experiences that frequently occur because the state refuses to recognize our marriage. These experiences are insulting to our dignity and the dignity of our family. Tennessee's refusal to recognize my valid marriage demeans me and my relationship with my spouse.

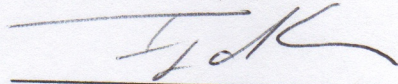
13. By treating our marriage as if it did not exist, the state also encourages private citizens to deny our marriage and exposes us to the risk of discrimination in our daily lives.

14. Every day Tennessee refuses to respect our marriage is a day that our family must suffer the indignity, stress, and stigma of not knowing whether or when our marriage will be recognized. Unlike opposite-sex couples who have the security of knowing that their marriage will be universally respected by the state and by private actors, Tennessee's constitutional and statutory denial of recognition to our marriage means that whatever recognition our marriage may receive is only by the forbearance and good graces of private actors, and could be withdrawn at any time.

15. On September 3, 2013, the United States Department of Defense began respecting our marriage. Although the military now fully respects our marriage, that recognition is not sufficient to shield Thom and me from many of the harms caused by Tennessee law. Thom and I are denied the equal dignity and respect that comes from legal recognition of our marriage by the state.

16. As someone who has dedicated my career and risked my life to protect the American values of freedom, liberty, and equality, it is particularly painful to return home after serving in Afghanistan only to have my citizenship diminished by Tennessee's refusal to recognize our marriage.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 15, 2013.

A handwritten signature in dark ink, appearing to read 'Ijpe DeKoe', is written over a horizontal line.

Ijpe DeKoe

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

VALERIA TANCO and SOPHY JESTY, et al.,)	
)	
Plaintiffs,)	
)	
v.)	
	)	Case No. 3:13-CV-01159
)	
WILLIAM EDWARD “BILL” HASLAM, as)	
Governor of the State of Tennessee, in his	)	Hon. Aleta A. Trauger
official capacity, et al.,)	
)	
Defendants.)	

**DECLARATION OF THOMAS KOSTURA IN SUPPORT OF PLAINTIFFS’ MOTION
FOR PRELIMINARY INJUNCTION**

I, Thomas Kostura, declare under the penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in support of Plaintiffs’ Motion for Preliminary Injunction. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

2. I live in Memphis, Shelby County, Tennessee. I am a graduate student at the Memphis College of Fine Arts.

3. I first met my husband, Ijpe DeKoe (“Ijpe”) at camp when we were both teenagers and maintained a close friendship for over a decade until in March 2011 when we started dating. We started dating when I was living in East Hampton, New York, where I was working in the

family business while Ijpe was stationed in Memphis, Tennessee with the Army Reserves. We fell in love in 2011 and have been committed to one another ever since.

4. On August 4, 2011, Ijpe and I legally married each other in the State of New York. At that time I was still living in East Hampton, New York and Ijpe living in New Jersey and stationed at Fort Dix, where he had been transferred to prepare for his deployment to Afghanistan.

5. I decided to marry Ijpe for several reasons. We are committed to loving and supporting one another, and I wanted to express my commitment to Ijpe. Getting married also was an important way for Ijpe and I to demonstrate to others our mutual commitment—to express to family, friends, and colleagues that Ijpe and I regard each other to be the most important person in each of our lives and that we should be seen and treated as a family.

6. Another reason that Ijpe and I married was because we wished to enter into a legally binding relationship with one another, to make a legally binding mutual commitment to stay together, to join our lives and resources together in a legal family unit, and to be treated by others as a legal family unit rather than as legally unrelated individuals.

7. Ijpe and I also married because we wanted to have access to the many legal rights and responsibilities of marriage in order to protect us and our family, including at the most critical times in our lives. I am informed and understand that many of those legal rights and responsibilities are created by state law and are regularly and routinely afforded to opposite-sex married couples in Tennessee.

8. In May 2012, after Ijpe completed a nearly yearlong deployment in Afghanistan, we moved to Memphis, Tennessee, where Ijpe had once again been stationed.

9. Since we relocated to Tennessee as a married couple to pursue our careers, we have been warmly welcomed by many Tennesseans, including our neighbors and colleagues. However, our new home state has treated our marriage as if it did not exist. I am informed and understand that although Tennessee extends state-law protections related to marriage to other married couples, including other couples who married out of state, Tennessee law prohibits the provision of those state-law protections to same-sex couples such as Ijpe and me who were legally married in another jurisdiction and prohibits the state government from treating us and our family with the dignity and respect with which Tennessee law treats opposite-sex married couples. The state's refusal to acknowledge our marriage has affected our lives in many ways since our relocation to Tennessee.

10. The uncertainty that comes with living in a state that refuses to recognize our marriage is a palpable harm that Ijpe and I live with every day. I am informed and understand that many of the protections that Tennessee law makes available to married couples include protections in times of crisis, emergency, or even death. Knowing that we lack such protections harms us on a daily basis because we are denied the security and peace of mind that having such marital protections provides to other families.

11. In hopes of reducing some of that uncertainty, Ijpe and I need to take additional steps, such as executing powers of attorney, wills, and other probate documents, which will be costly and time consuming, in order to secure some minimal legal protections to counteract Tennessee's refusal to recognize our marriage. I am informed and understand that Tennessee does not require opposite-sex married couples to take these same steps to create the protections we seek. Furthermore, I am informed and understand that even these steps will merely provide some minimal legal protections; they will not provide the same protections afforded opposite-sex married couples.

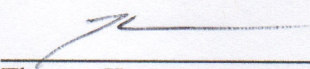
12. In addition, Ijpe and I come into contact with the state government as residents of Tennessee. Each time that we identify ourselves as a married couple to state officials or on official forms, we have to brace ourselves for the degrading experiences that frequently occur because the state refuses to recognize our marriage. These experiences are insulting to our dignity and the dignity of our family. Tennessee's refusal to recognize my valid marriage demeans me and my relationship with my spouse.

13. By treating our marriage as if it did not exist, the state also encourages private citizens to deny our marriage and exposes us to the risk of discrimination in our daily lives.

14. Every day Tennessee refuses to respect our marriage is a day that our family must suffer the indignity, stress, and stigma of not knowing whether or when our marriage will be recognized. Unlike opposite-sex couples who have the security of knowing that their marriage will be universally respected by the state and by private actors, Tennessee's constitutional and statutory denial of recognition to our marriage means that whatever recognition our marriage may receive is only by the forbearance and good graces of private actors, and could be withdrawn at any time.

15. On September 3, 2013, the United States Department of Defense began respecting our marriage. Although the military now fully respects our marriage, that recognition is not sufficient to shield Ijpe and me from many of the harms caused by Tennessee law. Ijpe and I are denied the equal dignity and respect that comes from legal recognition of our marriage by the state.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
November 15, 2013.



Thomas Kostura

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

VALERIA TANCO and SOPHY JESTY, et al.,)	
)	
Plaintiffs,)	
)	
v.)	
	)	Case No. 3:13-CV-01159
WILLIAM EDWARD “BILL” HASLAM, as)	
Governor of the State of Tennessee, in his)	
official capacity, et al.,	)	Hon. Aleta A. Trauger
)	
Defendants.)	

**DECLARATION OF JOHNO ESPEJO IN SUPPORT OF PLAINTIFFS’ MOTION
FOR PRELIMINARY INJUNCTION**

I, Johno Espejo, declare under penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. My legal name is Joy Espejo, but I go by and am known to my family, friends, and community as Johno Espejo. I make this declaration in support of Plaintiffs’ Motion for Preliminary Injunction. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

2. I live in Franklin, Williamson County, Tennessee. I moved to Tennessee from California when my husband’s employer, a large international law firm, transferred his job to its new office in Nashville, Tennessee.

3. I first met my husband, Matthew Mansell (“Matt”), over eighteen years ago at a gym in San Francisco, California. We started dating shortly after meeting, and we have been in a committed relationship ever since. While still living in California, we decided to start a family

together by adopting children from the foster care system in Alameda County, California. In December 2007, the county foster care agency placed our oldest child, a boy, in our home when the child was thirteen months old. About five months later, the agency placed a newborn girl in our home. The children quickly became part of our family and we legally adopted them on September 25, 2009. Both Matt and I are the legal parents of each child. I quit my job as a forklift driver to be a stay-at-home parent and care for our children, and Matt continued to work.

4. On August 5, 2008, Matt and I legally married each other in the State of California while we lived there.

5. I decided to marry Matt for several reasons. We are committed to loving and supporting one another, and I wanted to express my commitment to Matt. Getting married also was an important way for Matt and I to demonstrate to others our mutual commitment—to express to family, friends, and colleagues that Matt and I regard each other to be the most important person in each of our lives and that we should be seen and treated as a family.

6. Another reason that Matt and I married was because we wished to enter into a legally binding relationship with one another, to make a legally binding mutual commitment to stay together, to join our lives and resources together in a legal family unit, and to be treated by others as a legal family unit rather than as legally unrelated individuals.

7. Matt and I also married because we wanted to have access to the many legal rights and responsibilities of marriage in order to protect us and our family, including at the most critical times in our lives. I am informed and understand that many of those legal rights and responsibilities are created by state law and are regularly and routinely afforded to opposite-sex married couples.

8. Matt and I moved our family to Franklin in May 2012, so that he could continue working for his current employer. When we first moved, I was a full-time stay-at-home parent, but I recently began working part-time at the local YMCA, which allows me the flexibility to balance my duties as a stay-at-home parent.

9. Since we relocated as a married couple to Tennessee, we have been warmly welcomed by many Tennesseans, including our neighbors and colleagues. However, our new home state has treated our marriage as if it did not exist. I am informed and understand that although Tennessee extends state-law protections related to marriage to other married couples, including other couples who married out of state, Tennessee law prohibits the provision of those state-law protections to same-sex couples such as Matt and me who were legally married in another jurisdiction and prohibits the state government from treating us and our family with the dignity and respect with which Tennessee law treats opposite-sex married couples. The state's refusal to acknowledge our marriage has affected our lives in many ways since our relocation to Tennessee.

10. The uncertainty that comes with living in a state that refuses to recognize our marriage is a palpable harm that Matt and I live with every day. I am informed and understand that many of the protections that Tennessee law makes available to married couples include protections in times of crisis, emergency, or even death. Knowing that we lack such protections harms us on a daily basis because we are denied the security and peace of mind that having such marital protections provide to other families.

11. In hopes of reducing some of that uncertainty, Matt and I need to take additional steps, such as executing powers of attorney, wills, and other probate documents, which will be costly and time consuming, in order to secure some minimal legal protections to counteract

Tennessee's refusal to recognize our marriage. I am informed and understand that Tennessee does not require opposite-sex married couples to take these same steps to create the protections we seek. Furthermore, I am informed and understand that even these steps will merely provide some minimal legal protections; they will not provide the same protections afforded opposite-sex married couples.

12. In addition, Matt and I come into contact with the state government as residents of Tennessee. Each time that we identify ourselves as a married couple to state officials or on official forms, we have to brace ourselves for the degrading experiences that frequently occur because the state refuses to recognize our marriage. These experiences are insulting to our dignity and the dignity of our family. Tennessee's non-recognition of my valid marriage demeans me and my relationship with my spouse.

13. By treating our marriage as if it did not exist, the state also encourages private citizens to deny our marriage and exposes us to the risk of discrimination in our daily lives.

14. Every day Tennessee refuses to respect our marriage is a day that our family must suffer the indignity, stress, and stigma of not knowing whether or when our marriage will be recognized. Unlike opposite-sex couples who have the security of knowing that their marriage will be universally respected by the state and by private actors, Tennessee's constitutional and statutory denial of recognition to our marriage means that whatever recognition our marriage may receive is only by the forbearance and good graces of my employer or other private actors.

15. While Matt's employer has instituted policies that seek to offset, to the extent possible under existing law, some of the harms caused by Tennessee's refusal to recognize Matt and me as a married couple, those policies are not sufficient to shield Matt and me from many of

the harms caused by Tennessee law. Matt, our children, and I are denied the equal dignity and respect that comes from legal recognition of our marriage by the state.

16. I also am concerned about how Tennessee's refusal to recognize my marriage to Matt will cause harm to our children. We want to protect our children from that indignity, stress, and stigma. In California, our children grew up in an environment where our marriage was universally accepted by the people in their lives from teachers and business owners to friends and community members. Although we have been made to feel very welcome by our peers, Matt and I are worried that our children will internalize the message being conveyed by Tennessee's refusal to recognize our marriage and begin to believe that, as our children, they are not entitled to the same dignity as everyone else. We also worry that the stigma created by state law will give our children the impression that our love and our family is somehow less stable due to our lack of protections. One reason that Matt and I seek relief in this lawsuit is that we want to make sure that our children grow up knowing that our marriage and family are entitled to the same respect and equal dignity under law as other couples' marriages and families.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 16, 2013.


Johnno Espejo

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

VALERIA TANCO and SOPHY JESTY, et al.,)	
)	
Plaintiffs,)	
)	
v.)	
	)	Case No. 3:13-CV-01159
WILLIAM EDWARD “BILL” HASLAM, as)	
Governor of the State of Tennessee, in his)	
official capacity, et al.,	)	Hon. Aleta A. Trauger
)	
Defendants.)	

**DECLARATION OF MATTHEW MANSELL IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY INJUNCTION**

I, Matthew Mansell, declare under penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in support of Plaintiffs’ Motion for Preliminary Injunction. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

2. I live in Franklin, Williamson County, Tennessee. I moved to Tennessee from California when my employer, a large international law firm, transferred my job to its new office in Nashville, Tennessee.

3. I first met my husband, Johno Espejo (“Johno”), over eighteen years ago at a gym in San Francisco, California. We started dating shortly after meeting, and we have been in a committed relationship ever since. While still living in California, we decided to start a family together by adopting children from the foster care system in Alameda County, California. In

December 2007, the county foster care agency placed our oldest child, a boy, in our home when the child was thirteen months old. About five months later, the agency placed a newborn girl in our home. The children quickly became part of our family and we legally adopted them on September 25, 2009. Both Johnno and I are the legal parents of each child. Johnno quit his job as a forklift driver to be a stay-at-home parent and care for our children, and I continued to work.

4. On August 5, 2008, Johnno and I legally married each other in the State of California while we lived there.

5. I decided to marry Johnno for several reasons. We are committed to loving and supporting one another, and I wanted to express my commitment to Johnno. Getting married also was an important way for Johnno and I to demonstrate to others our mutual commitment—to express to family, friends, and colleagues that Johnno and I regard each other to be the most important person in each of our lives and that we should be seen and treated as a family.

6. Another reason that Johnno and I married was because we wished to enter into a legally binding relationship with one another, to make a legally binding mutual commitment to stay together, to join our lives and resources together in a legal family unit, and to be treated by others as a legal family unit rather than as legally unrelated individuals.

7. Johnno and I also married because we wanted to have access to the many legal rights and responsibilities of marriage in order to protect us and our family, including at the most critical times in our lives. I am informed and understand that many of those legal rights and responsibilities are created by state law and are regularly and routinely afforded to opposite-sex married couples.

8. Approximately four years ago, I began working at a large international law firm in San Francisco conducting conflict-of-interest checks. Last year, the firm announced that it was

planning to centralize all of its administrative services, including my department, in a new office located in Nashville, Tennessee. Johnno and I moved our family to Franklin in May 2012, so that I could continue working for my current employer.

9. Since we relocated as a married couple to Tennessee to continue my career, we have been warmly welcomed by many Tennesseans, including our neighbors and colleagues. However, our new home state has treated our marriage as if it did not exist. I am informed and understand that although Tennessee extends state-law protections related to marriage to other married couples, including other couples who married out of state, Tennessee law prohibits the provision of those state-law protections to same-sex couples such as Johnno and me who were legally married in another jurisdiction and prohibits the state government from treating us and our family with the dignity and respect with which Tennessee law treats opposite-sex married couples. The state's refusal to acknowledge our marriage has affected our lives in many ways since our relocation to Tennessee.

10. The uncertainty that comes with living in a state that refuses to recognize our marriage is a palpable harm that Johnno and I live with every day. I am informed and understand that many of the protections that Tennessee law makes available to married couples include protections in times of crisis, emergency, or even death. Knowing that we lack such protections harms us on a daily basis because we are denied the security and peace of mind that having such marital protections provide to other families.

11. In hopes of reducing some of that uncertainty, Johnno and I need to take additional steps, such as executing powers of attorney, wills, and other probate documents, which will be costly and time consuming, in order to secure some minimal legal protections to counteract Tennessee's refusal to recognize our marriage. I am informed and understand that Tennessee

does not require opposite-sex married couples to take these same steps to create the protections we seek. Furthermore, I am informed and understand that even these steps will merely provide some minimal legal protections; they will not provide the same protections afforded opposite-sex married couples.

12. In addition, Johnno and I come into contact with the state government as residents of Tennessee. Each time that we identify ourselves as a married couple to state officials or on official forms, we have to brace ourselves for the degrading experiences that frequently occur because the state refuses to recognize our marriage. These experiences are insulting to our dignity and the dignity of our family. Tennessee's non-recognition of my valid marriage demeans me and my relationship with my spouse.

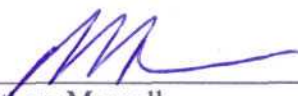
13. By treating our marriage as if it did not exist, the state also encourages private citizens to deny our marriage and exposes us to the risk of discrimination in our daily lives.

14. Every day Tennessee refuses to respect our marriage is a day that our family must suffer the indignity, stress, and stigma of not knowing whether or when our marriage will be recognized. Unlike opposite-sex couples who have the security of knowing that their marriage will be universally respected by the state and by private actors, Tennessee's constitutional and statutory denial of recognition to our marriage means that whatever recognition our marriage may receive is only by the forbearance and good graces of my employer or other private actors.

15. While my employer has instituted policies that seek to offset, to the extent possible under existing law, some of the harms caused by Tennessee's refusal to recognize Johnno and me as a married couple, those policies are not sufficient to shield Johnno and me from many of the harms caused by Tennessee law. Johnno, our children, and I are denied the equal dignity and respect that comes from legal recognition of our marriage by the state.

16. I also am concerned about how Tennessee's refusal to recognize my marriage to Johnno will cause harm to our children. We want to protect our children from that indignity, stress, and stigma. In California, our children grew up in an environment where our marriage was universally accepted by the people in their lives from teachers and business owners to friends and community members. Although we have been made to feel very welcome by our peers, Johnno and I are worried that our children will internalize the message being conveyed by Tennessee's refusal to recognize our marriage and begin to believe that, as our children, they are not entitled to the same dignity as everyone else. We also worry that the stigma created by state law will give our children the impression that our love and our family is somehow less stable due to our lack of protections. One reason that Johnno and I seek relief in this lawsuit is that we want to make sure that our children grow up knowing that our marriage and family are entitled to the same respect and equal dignity under law as other couples' marriages and families.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 16, 2013.



Matthew Mansell

CASE NO. 14-5297
IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

VALERIA TANCO and SOPHY JESTY;
IJPE DEKOE and THOMAS KOSTURA;
JOHNO ESPEJO and MATTHEW MANSELL,
Plaintiffs-Appellees,

v.

WILLIAM EDWARD “BILL” HASLAM, as Governor of the
State of Tennessee, in his official capacity;
LARRY MARTIN, as Commissioner of the Department of Finance and
Administration, in his official capacity;
ROBERT COOPER, as Attorney General & Reporter of the
State of Tennessee, in his official capacity,
Defendants-Appellants,

DECLARATION OF SOPHY JESTY IN OPPOSITION TO MOTION OF
DEFENDANTS-APPELLANTS FOR STAY PENDING APPEAL

Abby R. Rubenfeld (arubenfeld@rubenfeldlaw.com)
RUBENFELD LAW OFFICE, PC
2409 Hillsboro Road, Suite 200
Nashville, Tennessee 37212
Tel.: 615-386-9077; Fax: 615-386-3897

Maureen T. Holland (mtholland@aol.com)
HOLLAND AND ASSOCIATES, PLLC
1429 Madison Avenue
Memphis, Tennessee 38104-6314
Tel.: 901-278-8120; Fax: 901-278-8125
mtholland@aol.com

Regina M. Lambert (lambertregina@yahoo.com)
REGINA M. LAMBERT, ESQ.
7010 Stone Mill Drive
Knoxville, Tennessee 37919
Tel.: 865-679-3483; Fax: 865-558-8166

Shannon P. Minter (sminter@nclrights.org)
Christopher F. Stoll (cstoll@nclrights.org)
David C. Codell (dcodell@nclrights.org)
Amy Whelan (awhelan@nclrights.org)
Asaf Orr (aorr@nclrights.org)
NATIONAL CENTER FOR LESBIAN RIGHTS
870 Market Street, Suite 370
San Francisco, California 94102
Tel.: 415-392-6257; Fax: 415-392-8442

William L. Harbison (bharbison@sherrardroe.com)
Phillip F. Cramer (pcramer@sherrardroe.com)
J. Scott Hickman (shickman@sherrardroe.com)
John L. Farringer (jfarringer@sherrardroe.com)
SHERRARD & ROE, PLC
150 3rd Avenue South, Suite 1100
Nashville, Tennessee 37201
Tel. 615-742-4200; Fax: 615-742-4539

Attorneys for Plaintiffs-Appellees

I, Sophy Jesty, declare under the penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in opposition to the Motion of Defendants-Appellants for Stay Pending Appeal. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

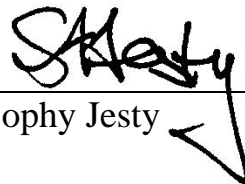
2. I previously submitted a declaration in support of Plaintiffs' Motion for Preliminary Injunction outlining the harms that my wife, Valeria Tanco, and I have experienced because of Tennessee's refusal to respect our marriage. Without the preliminary injunction issued by the District Court, Valeria and I, as well as our newborn daughter, would continue to suffer the harms detailed in my prior declaration.

3. On March 27, 2014, Valeria gave birth to our daughter. As a result of the preliminary injunction, I was immediately recognized as one of our child's legal parents. Our daughter's birth certificate correctly listed both Valeria and me as the parents and allowed her to have the surname we wanted for her. Having our marriage recognized provides us the protection and certainty any new family needs, comfort that we could not achieve without state recognition of our relationship.

4. We have decided that Valeria will take time off from work to care for our daughter, and we would like for our entire family to be enrolled in my health insurance plan. Our employer, the University of Tennessee, permits married employees to cover their spouses and children. Prior to the District Court's issuance of the injunction, we requested but were denied this important employment benefit. Following our daughter's birth, we have now submitted a renewed request to our employer that our family be permitted to enroll under a single health insurance plan.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 3, 2014.



Sophy Jesty

CASE NO. 14-5297
IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

VALERIA TANCO and SOPHY JESTY;
IJPE DEKOE and THOMAS KOSTURA;
JOHNO ESPEJO and MATTHEW MANSELL,
Plaintiffs-Appellees,

v.

WILLIAM EDWARD “BILL” HASLAM, as Governor of the
State of Tennessee, in his official capacity;
LARRY MARTIN, as Commissioner of the Department of Finance and
Administration, in his official capacity;
ROBERT COOPER, as Attorney General & Reporter of the
State of Tennessee, in his official capacity,
Defendants-Appellants,

DECLARATION OF VALERIA TANCO IN OPPOSITION TO MOTION
OF DEFENDANTS-APPELLANTS FOR STAY PENDING APPEAL

Abby R. Rubenfeld (arubenfeld@rubenfeldlaw.com)
RUBENFELD LAW OFFICE, PC
2409 Hillsboro Road, Suite 200
Nashville, Tennessee 37212
Tel.: 615-386-9077; Fax: 615-386-3897

Maureen T. Holland (mtholland@aol.com)
HOLLAND AND ASSOCIATES, PLLC
1429 Madison Avenue
Memphis, Tennessee 38104-6314
Tel.: 901-278-8120; Fax: 901-278-8125
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REGINA M. LAMBERT, ESQ.
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John L. Farringer (jfarringer@sherrardroe.com)
SHERRARD & ROE, PLC
150 3rd Avenue South, Suite 1100
Nashville, Tennessee 37201
Tel. 615-742-4200; Fax: 615-742-4539

Attorneys for Plaintiffs-Appellees

I, Valeria Tanco, declare under the penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746:

1. I am a Plaintiff in this action. I make this declaration in opposition to the Motion of Defendants-Appellants for Stay Pending Appeal. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to those facts.

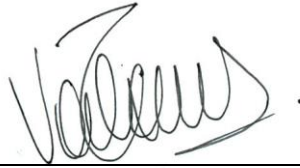
2. I previously submitted a declaration in support of Plaintiffs' Motion for Preliminary Injunction outlining the harms that my wife, Sophy Jesty, and I have experienced because of Tennessee's refusal to respect our marriage. Without the preliminary injunction issued by the District Court, Sophy and I, as well as our newborn daughter, would continue to suffer the harms detailed in my prior declaration.

3. On March 27, 2014, I gave birth to our daughter. As a result of the preliminary injunction, Sophy was immediately recognized as one of our child's legal parents. Our daughter's birth certificate correctly listed both Sophy and me as the parents and allowed her to have the surname we wanted for her. Having our marriage recognized provides us the protection and certainty any new family needs, comfort that we could not achieve without state recognition of our relationship.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 3, 2014.

A handwritten signature in black ink, appearing to read 'Valeria Tanco', is written above a horizontal line.

Valeria Tanco